

**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

***Transaction Identification Data for reference only:***

Issuing Agent: Mountain View Title and Escrow  
Issuing Office: 930 Chambers Street, Suite 3, So Ogden, UT 84403  
ALTA® Universal ID: N/A  
Loan ID Number: N/A  
Commitment Number: 165889  
Issuing Office File Number: 165889  
Property Address: Vacant Land, Ogden, UT 84403  
Revision Number:

**1. Commitment Date:** November 27, 2018 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

(a) ALTA Owner's Policy

Proposed Insured:

(b) ALTA Loan Policy

Proposed Insured:

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

Fee Simple

**4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

Alan W. and Cynthia A. Franke

**5. The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

PARCEL OF LAND, BEING PART OF AN ENTIRE TRACT OF PROPERTY RECORDED AS ENTRY NO. 2480293 IN THE WEBER COUNTY RECORDER'S OFFICE, ALL OF LOT 12 & PART OF LOT 13, SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12 AND RUNNING THENCE NORTH 87°57' EAST 1036.80 FEET, THENCE SOUTH 4°27' EAST 150 FEET, THENCE SOUTH 3°43'22" EAST 300 FEET, THENCE NORTH 88°40'36" EAST 323.32 FEET, THENCE SOUTH 3°43'22" EAST 33.97 FEET MORE OR LESS, THENCE SOUTH 88°57' WEST 1378.55 FEET TO THE WEST BOUNDARY OF LOT 13, THENCE NORTH 2°15' WEST 482.7 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12.  
SUBJECT TO THE RIGHT OF WAY FOR 3600 WEST STREET.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART I**  
ISSUED BY  
**Old Republic National Title Insurance Company**  
**Requirements**

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All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

File No.: 165889

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Water rights, claims to water or water rights, whether or not shown in the public records.
3. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
4. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
7. 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.
8. Taxes for the year 2018 have been paid in the amount of \$106.68.  
SERIAL NUMBER: 15-045-0072

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

9. Said Property is located within 516 taxing district within Weber county that the property is located and is subject to any charges and assessments levied by them as a result of services provided
10. 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.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

11. 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.
12. Public Utility Easements including but not limited to utility lines, cable lines, overhead power lines and their supporting structures located over the property lines, as disclosed by a visual inspection of the subject property.
13. SUBJECT TO DITCHES AND CANALS, WITH ANY AMENDEDMENTS PERTAINING THERETO, IF ANY, OVER AND ACROSS SAID PARCEL OF LAND AND TOGETHER WITH THE RIGHTS OF MAINTENANCE OF THE SAME. ALSO SUBJECT TO OTHERS RIGHTS AND INTERESTS, IF ANY, OF SAID WATERWAYS.
14. EASEMENT AND CONDITIONS CONTAINED THEREIN  
Grantor: LAVAR AND ELSIE HIPWELL  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON THE GRANTOR'S PREMISES FOR SUCH PURPOSES.  
Dated: December 19, 2000  
Recorded: February 8, 2001  
Entry Number: 1750935  
Book: / Page: 2115 / 1433  
Re-Recorded: February 9, 2001  
Entry Number: 1751010  
Book: / Page: 2115 / 1720
15. EASEMENT AND CONDITIONS CONTAINED THEREIN  
Grantor: PHIL S. AND JELENE HANCOCK  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON THE GRANTOR'S PREMISES FOR SUCH PURPOSES.  
Dated: December 8, 2000  
Recorded: February 8, 2001  
Entry Number: 1750929  
Book: / Page: 2115 / 1397  
Re-Recorded: February 9, 2001  
Entry Number: 1751012  
Book: / Page: 2115 / 1728
16. EASEMENT AND CONDITIONS CONTAINED THEREIN  
Grantor: LEROY AND ADA HERRICK

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AMERICAN  
LAND TITLE  
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON THE GRANTOR'S PREMISES FOR SUCH PURPOSES.  
Dated: November 9, 2009  
Recorded: February 9, 2001  
Entry Number: 1751015  
Book: / Page: 2115 / 1745

**17. EASEMENT AND CONDITIONS CONTAINED THEREIN**

Grantor: JUNIOR BLAINE CHARLTON  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A TEMPORARY EASEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF SEWER LINES AND APPURTENANT STRUCTURES ACROSS SAID TRACT OF LAND OWNED BY GRANTOR.  
Dated: February 8, 2001  
Recorded: February 13, 2001  
Entry Number: 1751568  
Book: / Page: 2116 / 375

**18. EASEMENT AND CONDITIONS CONTAINED THEREIN**

Grantor: SHERON B. MUSGRAVE, DEANNE B. PHILLIPS, AND BRADLEY DEE BITTON, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE DEE F. BITTON FAMILY TRUST AGREEMENT DATED DECEMBER 31, 1979; AND AN UNDIVIDED ONE-HALF INTEREST IN SHERON B. MUSGRAVE, DEANNE B. PHILLIPS, AND BRADLEY DEE BITTON, TRUSTEES, OF THEIR SUCCESSORS IN TRUST, UNDER THE LEONE B. BITTON FAMILY TRUST AGREEMENT DATED DECEMBER 31, 1979  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON THE GRANTOR'S PREMISES FOR SUCH PURPOSES.  
Dated: March 9, 2001  
Recorded: March 13, 2001  
Entry Number: 1757395  
Book: / Page: 2122 / 2412

**19. EASEMENT AND CONDITIONS CONTAINED THEREIN**

Grantor: RICHARD B. ALVORD AND WIFE, JEANNE L. ALVORD  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH FOR THE

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**

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**Old Republic National Title Insurance Company**

**Exceptions**

PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON THE GRANTOR'S PREMISES FOR SUCH PURPOSES.

Dated: March 20, 2001  
Recorded: April 2, 2001  
Entry Number: 1761411  
Book: / Page: 2127 / 2665

20. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: VIRGINIA B. HIPWELL  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON THE GRANTOR'S PREMISES FOR SUCH PURPOSES.

Dated: April 16, 2001  
Recorded: April 18, 2001  
Entry Number: 1764840  
Book: / Page: 2131 / 2453

21. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: 2718461

22. CERTIFICATE OF CREATION

Dated: July 26, 2017  
Recorded: August 1, 2017  
Entry Number: 2870841

23. NOTICE OF AN IMPENDING BOUNDARY ACTION

Dated: July 11, 2017  
Recorded: August 1, 2017  
Entry Number: 2870842

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

Recorded: July 23, 2018  
Entry Number: 2932118

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

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**Exceptions**

26. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

ALAN W. FRANKE  
CYNTHIA A. FRANKE

27. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

WARRANTY DEED DATED APRIL 26, 2018 BY AND BETWEEN LAVAR JAY HIPWELL, WITH FULL RIGHTS OF SURVIVORSHIP TO WAYNE AND NANCY STEPHENSEN, RECORDED AS ENTRY NUMBER: 2917219.

WARRANTY DEED DATED APRIL 30, 2018 BY AND BETWEEN LAVAR JAY HIPWELL, WITH FULL RIGHTS OF SURVIVORSHIP TO ALAN W. AND CYNTHIA A. FRANKE, RECORDED AS ENTRY NUMBER: 2918044.

WARRANTY DEED DATED JUNE 4, 2018 BY AND BETWEEN THE LAVAR JAY AND ELSIE HIPWELL FAMILY TRUST, LAVAR JAY HIPWELL TRUSTEE, WITH FULL RIGHTS OF SURVIVORSHIP TO ALAN W. AND CYNTHIA A. FRANKE, RECORDED AS ENTRY NUMBER: 2924205.

28. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.

29. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. 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.

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# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

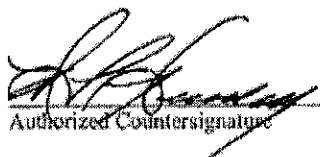
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


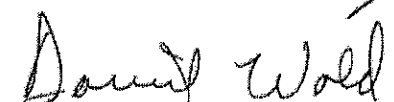
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of  
Mountain View Title and Escrow  
930 Chambers Street  
Suite 3  
So Ogden, UT 84403  
(801) 476-1191

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

  
Authorized Countersignature

By  President  
Attest  Secretary



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

**FACTS**
**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

**Questions**

 Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

## Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

S.E. 1/4

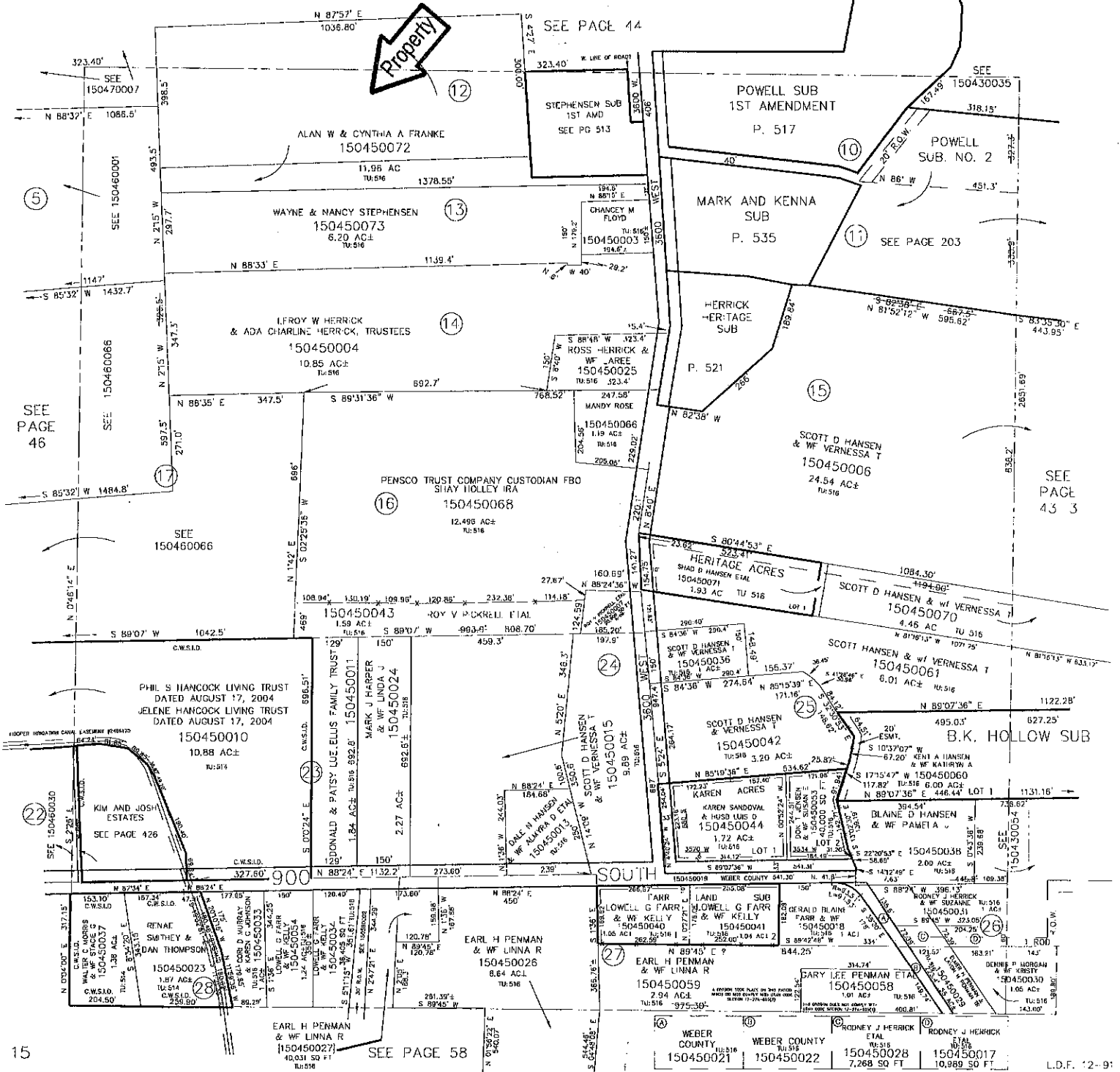
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SECTION 16, T.6N., R.2W., S.L.B. & M.

IN WEBER COUNTY

SCALE 1" = 200'

TAXING UNIT: 53,377,514



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L.D.F. 12-91

NOTICE THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.