

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 EXTRACTIONAL 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.

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.

Issued through the Office of
Hickman Land Title Company

Authorized Signatory
ORT Form 4690 6/06 Rev. 8-1-16
ALTA Commitment for Title Insurance

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

By  President
Attest  Secretary



872 West Heritage Park Blvd #120
Layton, UT 84041
www.HickmanTitle.com

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SCHEDULE A

1. Commitment Date: June 10, 2019 at 7:59 a.m.
2. Policy or Policies to be issued: Amount of Insurance Premium
- a. ALTA 2006 :
Proposed Insured:
- b. ALTA 2006 Extended Loan Policy: **\$484,350.00** **\$1,292.00**
Proposed Insured:
ACADEMY MORTGAGE CORPORATION, ISAOA
- c. Leasehold Policy:
Proposed Insured:
- d. Endorsements: **\$15.00**
- **22 ALTA - Location** **\$15.00**
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:
ALEXANDER S. DIAMOND and TANA L. DIAMOND, as joint tenants
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 Legal Description

We appreciate your business and thank you for choosing Hickman Land Title Company.
Please call your Title Officer, with any questions or concerns regarding this commitment.
Your Title Officer will be Tennille Forsberg (801) 416-8900
Your Escrow Officer will be Nick Thompson, email nickt@hickmantitle.com, Phone (801) 416-8900.

For informational purposes only.
The property address is purported to be:
7945 West 900 South, Ogden, UT 84404



SCHEDULE A

EXHIBIT A
Legal Description

Future Lot 3, MEIBOS RANCH PHASE III, Part of the Northwest Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian: Beginning at a point which bears North 89°04'06" West 215.44 feet along Section line from the Northeast corner of said Quarter Section, and running thence South 0°55'54" West 1210.35 feet; thence North 89°25'34" West 198.78 feet; thence North 0°55'54" East 1211.9 feet to the North line of said Quarter section; thence South 89°04'06" East 198.78 feet to the point of beginning. Excepting any part lying within county right of way (900 South).

LESS AND EXCEPTING: A parcel of land in fee, being part of the Northwest Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian, incident to the construction of 1200 South Street, Weber County, Utah, also known as Project No. LG_WC_1200 South, the boundaries of said parcel of land are described as follows: Beginning at the intersection of the North line of said Section 22 and the East line of grantors property, said point lies 215.44 feet North 89°04'07" West from the North Quarter corner of said Section 22 and running thence South 0°55'54" West 53.41 feet along the East line of grantors property to a point on the proposed South right of way line for the 1200 South Street (900 South Street) rode widening project (LG_WC_1200 South); thence North 89°07'36" West 198.78 feet along said proposed South right of way line to a point on the West line of grantors property; thence North 0°55'54" East 53.61 feet along said West property line to a point on the North line of said Section 22; thence South 89°04'07" East 198.78 feet along said North line of said Section 22 to the point of beginning.



SCHEDULE B

Section 1

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, 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, as follows:
 - A) **Trust Deed securing your loan, executed by: ALEXANDER S DIAMOND and TANA L DIAMOND**
 - B) **Payment of any fees due to Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, Warren - West Warren Cemetery, West Warren - Warren Water Improvement, Weber Fire District, W.C.S.A. No. 6 - West Warren Park, shown herein.**
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.
5. Release(s) or Reconveyance(s) of item(s): **16**
6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other

NOTES:

All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

ALEXANDER S DIAMOND and TANA L DIAMOND



SCHEDULE B

Section 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. 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 assessments on real property 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 said land or by making inquiry of persons in possession, or claiming to be in possession thereof.
3. Easements, liens, encumbrances, or claims of easements, lines, or encumbrances 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 that is not shown by the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Water rights, claims to water or water rights, whether or not shown in the public records; Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes.
6. Any lien, or right to a lien, for services, labor, or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage.
8. Taxes for the year 2019, and subsequent years, not yet due and payable.
Tax Parcel No. 10-043-0043. Taxes for the year 2018 were paid in the amount of \$5,856.02
9. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, Warren - West Warren Cemetery, West Warren - Warren Water Improvement, Weber Fire District, W.C.S.A. No. 6 - West Warren Park, and is subject to the charges and assessments thereof.
10. Any charge upon the land by reason of its inclusion in West Warren/Warren Water Improvement.
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. RESOLUTION NO. 27-2012
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
Recorded: December 13, 2012
Entry No: 2610456



SCHEDULE B

Section 2

13. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency
Recorded: January 20, 2015
Entry No: 2718461
14. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: ALEXANDER and TANA DIAMOND
Grantee: WEBER MORGAN HEATH DEPARTMENT
Dated: March 20, 2019
Recorded: March 20, 2019
Entry No: 2970659
15. AFFIDAVIT
Recorded: March 20, 2019
Entry No: 2970660
16. DEED OF TRUST
Trustor: ALEXANDER S. DIAMOND and TANA L. DIAMOND, joint tenants
Trustee: BENJAMIN J. MANN
Beneficiary: ACADEMY MORTGAGE CORPORATION
Amount: \$484,350.00
Dated: June 13, 2019
Recorded: June 18, 2019
Entry No.: 2986447

NOTES:

Exception numbered 1-7 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

For informational purposes only, vesting document and a **24 month chain of title** is provided: A review of the records contained in the County Recorder's Office was conducted thru the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Warranty Deed from DANIEL E. VAN TASSELL to ALEXANDER S. DIAMOND and TANA L. DIAMOND, as joint tenants recorded May 31, 2018 as Entry No. 2923306 in Book/Page /

In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.



SCHEDULE B

Section 2

NOTICE TO APPLICANT AND/OR PROPOSED INSURED:

Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

The policy to be issued contains an arbitration clause. 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.alt.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.



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>.

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