



*First American Title*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5986492

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN 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, ***First American Title Insurance Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### ***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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## 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; and
- (f) Schedule B, Part II—Exceptions.

### 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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First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5986492

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111

Issuing Office's ALTA® Registry ID: 1155793

Issuing Office File No.: 338-5986492

Commitment No.: 338-5986492

Property Address: Vacant Land, UT

Revision No.: 1

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Susan Heiner at (801)479-6600 located at 5929 S. Fashion Pointe Dr, Ste 120, South Ogden, UT 84403.**

### SCHEDULE A

1. Commitment Date: August 13, 2019 8:00 AM
2. Policies to be issued:
  - (A) ALTA® Owner's Policy of Title Insurance  
 Proposed Insured: **To Be Determined**  
 Proposed Policy Amount: \$1,000.00 Premium: \$220.00
  - (B) ALTA® Loan Policy of Title Insurance  
 Proposed Insured: **Lender To Be Determined**  
 Proposed Policy Amount: \$1,000.00 Premium: \$200.00
  - (C) Endorsements: Premium: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
 

**Shadow & Jensen, LLC, a Utah Limited Liability Company**
5. The Land is located in Weber County, UT, and is described as follows:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 14.62 CHAINS SOUTH 88°51' WEST AND SOUTH 57°30' WEST 549.72 FEET AND SOUTH 0°40' WEST 755.25 FEET FROM THE NORTHEAST CORNER OF THE SAID SECTION 7, THENCE SOUTH 00°40' WEST 1614.81 FEET,

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THENCE SOUTH 88°51' EAST 537.18 FEET, THENCE ON A COURSE APPROXIMATELY NORTH 1°40' WEST 1624.31 FEET, MORE OR LESS, THENCE SOUTH 88°20' WEST 496.71 FEET, MORE OR LESS TO BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A 66 FOOT STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS: BEGINNING SOUTH 88°51' WEST 14.62 CHAINS AND SOUTH 57°30' WEST 549.72 FEET AND SOUTH 00°40' WEST 2298.66 FEET FROM THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°40' WEST 66.03 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 3 IN BOOK 1151 AT PAGE 255 OF WEBER COUNTY RECORDS; THENCE NORTH 88°53'10" EAST 552.80 FEET (SOUTH 88°51' EAST BY RECORD); THENCE NORTH 01°19'52" WEST 66.00 FEET (NORTH 01°40' WEST BY RECORD) ALONG THE CENTERLINE OF 7800 EAST STREET; THENCE ALONG A LINE 66.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID PROPERTY SOUTH 88°53'10" WEST 550.50 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF GROUND CONVEYED BY WARRANTY DEED RECORDED OCTOBER 03, 2012 AS ENTRY NO. 2598837 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS:

A TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 88°44'32" WEST 1437.02 FEET; THENCE SOUTH 767.22 FEET; THENCE SOUTH 0°50'43" WEST 284.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 88°31'05" EAST 497.57 FEET; THENCE NORTH 01°09'01" WEST 18.90 FEET; THENCE SOUTH 88°20'00" WEST 496.71 FEET; THENCE SOUTH 00°50'43" WEST 18.92 FEET TO THE BEGINNING.

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## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5986492

Commitment No.: 338-5986492

#### **SCHEDULE B, PART I**

#### **Requirements**

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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

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## Schedule BI & BII (Cont.)

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5986492

Commitment No.: 338-5986492

#### SCHEDULE B, PART II

##### Exceptions

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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in 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 Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. 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.

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**Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies**

8. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$592.24. Tax Parcel No. 21-006-0035.
9. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 27, 2012 as Entry No. 2607603 of Official Records.
10. Any charge upon the land by reason of its inclusion in Weber Basin Water Conservancy District and Weber County Fire Protection Service Area No. 4.
11. Notice of Attachment recorded May 11, 2000 as Entry No. 1705203 in Book 2071 at Page 2325 of Official Records.
12. Petition to Weber Basin Water Conservancy District for the Allotment of Water recorded January 18, 2018 as Entry No. 2900768 of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

13. A Deed of Trust with Assignment of Rents dated January 13, 2000 by and between Eric F. Zenger and Teri D. Zenger as Trustor in favor of Mountain View Title & Escrow, Inc. as Trustee and Richard H. Jensen and Melanie S. Jensen as Beneficiary, to secure an original indebtedness of \$265,656.00 and any other amounts or obligations secured thereby, recorded January 14, 2000 as Entry No. 1684632 in Book 2053 at Page 1732 of Official Records.
14. A right of way for road and incidental purposes over and across the the Easterly 30 feet of said Land, being within the boundaries of 7800 East Street.

\*\*\*

The name(s) Shadow & Jensen, LLC, Shadow and Jensen, LLC, Shadow & Jenson, LLC, and Shadow and Jenson, LLC, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The name(s) Shadow & Jensen, LLC has/had been checked for Statements of Authority recorded in Official Records and if any were found are disclosed below.

NONE

**NOTE:** According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: NONE

**Note: The Eagle owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks found in the policy as follows:**

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**Covered Risk 16** (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$10,000.

**Covered Risk 18** (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 19** (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

**Covered Risk 21** (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$5,000.

Title inquiries should be directed to Mark Snyder @ (801)578-8835.

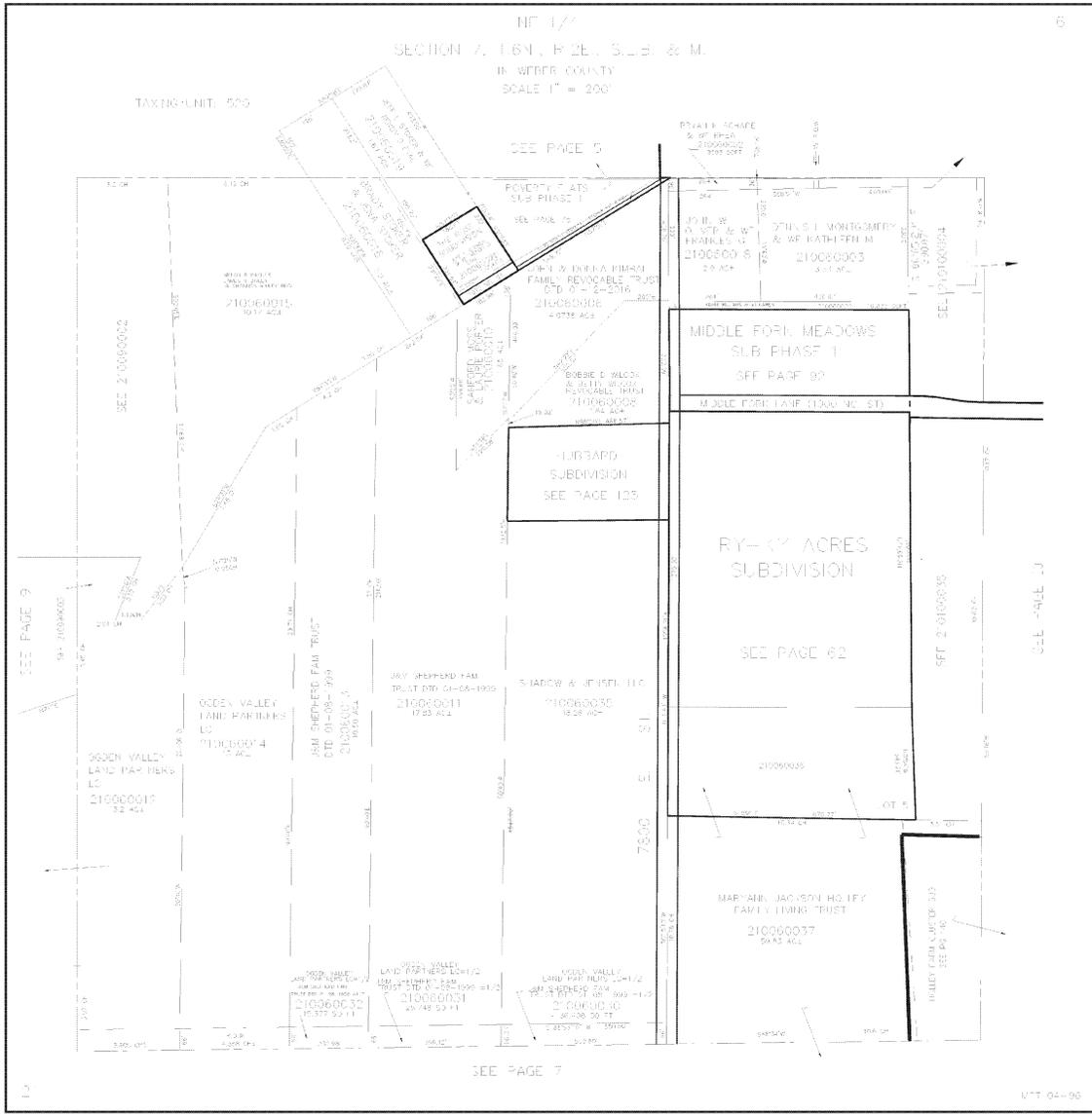
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The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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