



545 West 500 South Suite 120  
Bountiful, Utah 84010  
801-294-5555

File No. W25889

Escrow Officer:

Email: assist@aspentitle.com

<b>SUBJECT PROPERTY ADDRESS:</b> 5878 EAST OLD SNOWBASIN ROAD HUNTSVILLE, UT 84317	<b>BUYER/BORROWER(S):</b> JOSEPH M CORNWELL and KATHLEEN A CORNWELL <b>SELLER:</b>
<b>LISTING AGENT:</b>	<b>SELLING AGENT:</b>
<b>LOAN OFFICER:</b>	<b>LOAN PROCESSOR:</b>

**\*\*\*\*\*WIRE FRAUD IS REAL\*\*\*\*\***

**ALWAYS CONFIRM WIRE INFORMATION WITH A VERIFIED  
PHONE NUMBER PRIOR TO SENDING A WIRE.**

**801-294-5555**

**DO NOT RELY ON INSTRUCTIONS RECEIVED VIA EMAIL.**

**WE ARE NOT RESPONSIBLE FOR ANY WIRES SENT BY YOU TO AN INCORRECT  
BANK ACCOUNT**

**ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)**

**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

**Aspen Title Insurance Agency, LLC**

**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 EXTRA CONTRACTUAL 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, Aspen Title Insurance Agency, LLC (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

## 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; 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.

## **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>>.

[Revision Number:]

**SCHEDULE A**

1. **Commitment Date:** June 30, 2020 8:00 AM **File No. W25889**
2. **Policy to be issued:**
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
  
KATHLEEN A CORNWELL AND JOSEPH M CORNWELL, OR THEIR SUCCESSOR OR SUCCESSORS IN TRUST, TRUSTEES OF "THE KATHLEEN A CORNWELL FAMILY TRUST" DATED DECEMBER 20, 2019
5. The Land is described as follows:  
  
See Attached Exhibit "A"

Property Address: 5878 EAST OLD SNOWBASIN ROAD, HUNTSVILLE, UT 84317

Aspen Title Insurance Agency, LLC



**Authorized Signatory**

**EXHIBIT "A"**

PARCEL 1:

LOT 2, BOOTH SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

PARCEL 2:

ALL THAT LAND IN THE HUNTSVILLE DISTRICT, WEBER COUNTY, UTAH, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SNOW BASIN ROAD, SAID POINT BEING NORTH 89°39'10" WEST 2394.85 FEET (BASIS OF BEARINGS), AND SOUTH 00°44'25" WEST 537.76 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23; AND RUNNING THENCE ALONG SAID NORTHERLY LINE OF ROAD THE FOLLOWING THREE (3) COURSES: (1) SOUTH 72°34'58" WEST 26.51 FEET, (2) ALONG THE ARC OF A TANGENT CURVE WITH A RADIUS OF 720.63 FEET AND A CENTRAL ANGLE OF 26°11'49", 329.49 FEET TO THE LEFT, (3) SOUTH 46°23'09" WEST 1.00 FEET, THENCE NORTH 10°16'15" WEST 459.89 FEET, THENCE NORTH 85°44'25" EAST 394.46 FEET, THENCE SOUTH 00°44'25" WEST 307.37 FEET TO THE POINT OF BEGINNING.

## **SCHEDULE B, PART 1**

### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any part 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.

## 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:

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 on which all of the Schedule B, Part I-Requirements are met.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of 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 thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claim: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

THE FOLLOWING AFFECTS PARCEL 1

8. TAXES FOR THE YEAR 2020 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR: 2019

STATUS: PAID

AMOUNT: \$4,529.69

SERIAL NO.: 20-141-0001

INCLUDES THIS AND OTHER LAND. 2020 TAXES WILL BE ASSESSED ON PARCEL NO. 20-170-0001.

THE FOLLOWING AFFECTS PARCEL 2

9. TAXES FOR THE YEAR 2020 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:

YEAR: 2019

STATUS: DELINQUENT

AMOUNT: \$734.77

SERIAL NO.: 20-035-0005

PAST DUE BALANCE ACCRUING INTEREST, PENALTY AND FEES.

10. ANY CHARGE UPON THE LAND BY REASON OF ITS INCLUSION IN HUNTSVILLE TOWN, WEBER BASIN WATER CONSERVANCY DISTRICT, AND WEBER COUNTY FIRE PROTECTION SERVICE AREA NO. 4.

THE FOLLOWING EXCEPTION AFFECTS PARCEL 1

11. EASEMENTS, NOTES AND RESTRICTIONS AS SHOWN ON THE RECORDED PLAT.

(continued)



## SCHEDULE B, PART II

### Exceptions (continued)

THE FOLLOWING EXCEPTION AFFECTS PARCEL 2

12. ANY COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, LITIGATION, TERMS AND PROVISIONS (OMITTING ANY COVENANT OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN) PROVIDED IN THE DECLARATIONS OR RESTRICTIVE/PROTECTIVE COVENANTS, AND ANY AMENDMENTS THERETO. RECORDED SEPTEMBER 8, 1972, AS ENTRY NO. 578196, IN BOOK 1003, AT PAGE 729.
13. A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS IMPROVEMENT DISTRICT DATED APRIL 23, 1996 RECORDED JUNE 18, 1996 AS ENTRY NO. 1413086 IN BOOK 1811 AT PAGE 2786 OF OFFICIAL RECORDS.

RESOLUTION NO. 12-2016 RECORDED MAY 25, 2016 AS ENTRY NO. 2795067 OF OFFICIAL RECORDS.

14. RESOLUTION NO. 27-2012 RECORDED DECEMBER 13, 2012 AS ENTRY NO. 2610456 OF OFFICIAL RECORDS.

THE FOLLOWING EXCEPTION AFFECTS PARCEL 1

15. WEBER COUNTY PUBLIC IMPROVEMENT AGREEMENT RECORDED JULY 30, 2013 AS ENTRY NO. 2647975 OF OFFICIAL RECORDS.

THE FOLLOWING EXCEPTION AFFECTS PARCEL 1 - TOGETHER WITH OTHER LAND NOT INCLUDED HEREIN

16. TRUST DEED

DATED: SEPTEMBER 22, 2014  
RECORDED: SEPTEMBER 26, 2014  
ENTRY NO: 2704310  
BOOK/PAGE:  
AMOUNT: \$417,000.00  
EXECUTED BY: JOSEPH M CORNWELL AND KATHLEEN A CORNWELL, HUSBAND AND WIFE  
TRUSTEE: SCOTT R VALBY  
BENEFICIARY: "MERS" SOLELY AS NOMINEE FOR CORNERSTONE HOME LENDING, INC

17. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS:  
JOSEPH M CORNWELL  
KATHLEEN A CORNWELL

(Continued)

## SCHEDULE B, PART II

### Exceptions (continued)

#### 24 MONTH CHAIN OF TITLE

<b><u>GRANTEE(S):</u></b> MIKE R BIRCH AND SCOTT BIRCH, AS TENANTS IN COMMON	<b><u>GRANTEE(S):</u></b> JOSEPH M CORNWELL AND KATHLEEN A CORNWELL, HUSBAND AND WIFE
JOSEPH M CORNWELL AND KATHLEEN A CORNWELL AS JOINT TENANTS	KATHLEEN A CORNWELL AND JOSEPH M CORNWELL, OR THEIR SUCCESSORS IN TRUST, TRUSTEES OF "THE KATHLEEN A CORNWELL FAMILY TRUST" DATED DECEMBER 20, 2019
<b><u>DATE:</u></b> MAY 24, 2019	<b><u>DATE:</u></b> DECEMBER 23, 2019
<b><u>TYPE:</u></b> WARRANTY DEED	<b><u>TYPE:</u></b> QUITCLAIM DEED
<b><u>ENTRY NO:</u></b> 2981892	<b><u>ENTRY NO:</u></b> 3024244/3024245
<b><u>BOOK/PAGE:</u></b>	<b><u>BOOK/PAGE:</u></b>

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION CLAUSE SET FORTH IN THE CONDITIONS/CONDITIONS AND STIPULATIONS SECTION. THE FOLLOWING IS INCLUDED FOR THE INFORMATION OF THE PROPOSED INSURED(S):

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, 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 JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

Your order has been assigned to KELLY RASMUSSEN for a Full Service Escrow Closing. For questions concerning your escrow closing please contact KELLY at ASPEN TITLE INSURANCE AGENCY, L.L.C. (801)294-5555.

# ASPEN TITLE INSURANCE AGENCY, INC.

## PRIVACY NOTICE

**Effective:** November 1, 2019

**Notice Last Updated:** November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type of Information Do We Collect About You?** We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

**How Long Do We Keep Your Personal Information?** We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**International Jurisdictions:** Our products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**