

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by

REAL ADVANTAGE TITLE INSURANCE COMPANY



Real Advantage Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate _____ (here state the time period)* after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Real Advantage Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

By: John Wiley, Executive Vice President



Countersigned:

Ken Higley

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.





TITLE INSURANCE COMMITMENT

BY
Real Advantage Title Insurance Company

SCHEDULE A

1. Commitment Date: August 31, 2020, 08:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

a. Owner's Policy

Premium Amount

Proposed Insured:

b. Loan Policy

Premium Amount

Proposed Insured:

c. Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by William F. Colvell and Jana Colvell, Husband and Wife, as joint tenants

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

For information purposes only, the property address is purported to be:
Not Available, UT 84404

Situated in Weber County

SEE ATTACHED EXHIBIT "A"

Countersigned
Real Advantage Title Insurance Agency


By _____
Ken Higley

Escrow Officer: Robin Moran, Phone: 385-383-7355, Email: RMoran@RealAdvantageUtah.com
Office: 1785 East 1450 South, Suite 100, Clearfield, UT 84015

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EXHIBIT "A"

Tax Parcel #: 19-010-0085

PART OF THE NORTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS WEST 498.36 FEET AND SOUTH 500.77 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 22; RUNNING THENCE SOUTH 88°28'10" EAST 690.34 FEET TO THE CENTERLINE OF DRAIN; THENCE SOUTH 1°29'45" WEST 325 FEET ALONG SAID CENTERLINE; THENCE NORTH 88°28'30" WEST 690.50 FEET; THENCE NORTH 1°31'30" EAST 325.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY, BEING 30 FEET EACH SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY CENTER LINE: A PART OF THE NORTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 15 WEST 558.91 FEET AND SOUTH 2774.97 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE NORTH 1°31'30" EAST 2673 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 4000 NORTH STREET.

Less And Excepting: A part of the North half of Section 22, Township 7 North, Range 2 West, Salt Lake Base & Meridian, beginning at a point which is West 498.36 feet, South 500.77 feet and South 1°31'30" West 162.50 feet from the North Quarter Corner of said Section 22 and running thence South 88°28'30" East 690.42 feet to the centerline of drain; thence South 1°29'45" West 162.50 feet along said centerline; thence North 88°28'30" West 690.50 feet; thence North 1°31'30" East 162.50 feet to the point of beginning.

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BY

Real Advantage Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Payment of the necessary consideration for the estate or interest to be insured.
- b. Pay us all premiums, fees and charges for the policy.
- c. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- d. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- e. 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.

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SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public record.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) as shown by the public records.
6. 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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Note: Exceptions 1-8 herein will be omitted from an ALTA Extended Owners Policy and ALTA Extended Lenders Policy

9. General Property taxes for the year 2019 have been paid in the amount of \$1,914.51.
Tax Parcel # 19-010-0085
10. Said property is within the boundaries of and Tax District 19, and is subject to any charges and assessments levied thereunder.

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11. Subject to rights of way and easements for any roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, or transmission lines and public utilities now existing over, under, or across subject property.
12. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
Recorded: 4/22/1997
Entry No.: 1466820
Book/Page: 1858 / 12
13. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Weber Basin Water Conservancy District
Recorded: 10/12/2000
Entry No.: 1731523
Book/Page: 2096 / 253
14. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
Recorded: 6/13/2001
Entry No.: 1776347
15. Claim, right, title or interest to water or water rights whether recorded or not shown by the public records.
16. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
17. Covenants, Conditions and Restrictions recorded February 23, 1982 as Entry No. 852466, in Book 1398, at Page 339, of the Official Records; but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 41 Section 3607 of the United States Code or (b) related to handicap but does not discriminate against handicapped persons.
18. Terms and Conditions of that certain Certificate of Creation from the Northern Utah Environmental Resource Agency ("NUERA")
Recorded: 1/20/2015
Entry No.: 2718461
19. Terms and Conditions of that certain Property Address Affidavit
Recorded: 6/23/2017
Entry No.: 2864379
20. Terms and Conditions of that certain Reallocation
Recorded: 7/16/2018
Entry No.: 2930921

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NOTE: No existing Deed of Trust appears of record under the current owner(s). If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

NOTE: Title is to vest in persons not yet revealed, and when so vested will then be subject to matters disclosed by a search of the record against their names.

NOTE: A search of the Federal and State judgment records revealed no unpaid judgments, tax liens or open bankruptcies in the past eight years (except as noted) against:

William F. Colvell

Jana Colvell

WSCO LTD

NOTE: According to the public record there have been no deeds conveying the land described herein within a period of 24 months prior to the date of the report except as follows:

NONE.

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