

**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.

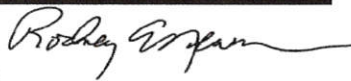
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *TITLE RESOURCES GUARANTY COMPANY*, a Texas 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



By:   
**Authorized Signatory**



*Title Resources Guaranty Company*

By:   
President/CEO

  
Secretary



*Transaction Identification Data for reference only:*

Issuing Agent: **Metro National Title**  
Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**  
Loan ID Number:  
Commitment Number: **79793**  
Issuing Office File Number:  
Property Address: **8888 East Eagle Way Street, Huntsville, UT 84317**  
Revision Number:

**SCHEDULE A**

1. Commitment Date: **August 31, 2020 at 7:45 AM**
  
2. Policy to be issued:
  - (a) 2013 ALTA Homeowner's Policy for a One-to Four Family Residence  
Proposed Insured: **Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below**  
Proposed Policy Amount: **\$1,000.00**  
Homeowner's Policy: **\$200.00**
  
  - (b) 2006 ALTA Loan Policy (Extended)  
Proposed Insured: **Lender with contractual obligations under a loan agreement with the Proposed Insured identified as Schedule A, Item 2(a)**  
Proposed Policy Amount: **\$1,000.00**  
Lender's Policy: **\$200.00**  
Endorsements:  
Endorsement Premium(s): **\$0.00**
  
  - (c) 2006 ALTA Leasehold 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 estate or interest in the Land is at the Commitment Date vested in:  
  
**Timothy M. Hutter and Tamra F. McQueen Hutter, husband and wife, 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"**



**Exhibit "A"**

**Lot 8, River Ranch, according to the official plat thereof on file and of record in the office of the Weber County Recorder.**

**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. Payment of any accrued owners association dues which may have been assessed, shown on Schedule B, Part 2.**
- 6. Record Deed of Reconveyance(s) clearing the Trust Deed(s) shown on Schedule B, Part 2.**
- 7. Account Closing Letter, clearing the Credit Line Trust Deed(s) shown on Schedule B, Part 2.**
- 8. Warranty Deed from the vestee to the proposed insured.**
- 9. Trust Deed to secure your loan.**
- 10. In the event this Company is requested to insure a transaction involving the subject property, this Company and/or its Underwriter reserves the right to add exceptions and/or requirements upon receipt of information defining said transaction.**

**THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:**

**THE FOLLOWING CONVEYANCES AFFECTING SAID LAND WERE RECORDED WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE OF THIS REPORT**

None

[Vesting Deed Image](#)

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For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific-designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below

Timothy M. Hutter and Tamra F. McQueen Hutter

Escrow Officer: Sue Anthony at (801) 773-3101

NOTE: Covered Risks 16, 18, 19 and 21 contained in the ALTA Homeowner's Policy include certain deductibles and maximum dollar limits of coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

Table with 3 columns: Covered Risk, Your Deductible Amount, and Our Maximum Dollar Limit of Liability. Rows include Covered Risk 16, 18, 19, and 21 with their respective deductible and liability amounts.

Explanation of "Covered Risks" 16, 18, 19 and 21 from Homeowners Policy are as follows:

Covered Risk 16 - Because of an existing violation of a subdivision law or regulation affecting the Land:

- a) You are unable to obtain a building permit;
b) You are required to correct or remove the violation; or
c) someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.

Covered Risk 18 - You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

79793

from the proper government office.

**Covered Risk 19** - You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation.

**Covered Risk 21** - You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences.

**END OF SCHEDULE B – Section 1**

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**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, interests 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, that 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 not shown by 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 Records.
6. 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.
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.

*The printed Exceptions 1 through 7 will be deleted for the ALTA Homeowner's and ALTA Extended Loan Policy*

**8. Taxes for the year 2020 have been assessed in the amount of \$12,997.04, and are due and payable on November 1, 2020, and will be delinquent after November 30, 2020. Taxes for the year 2019 have been paid. (Tax ID No. [21-098-0007](#))**

**9. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911, Emergency Services District, Weber Fire District and Ogden Valley Parks and Service Area and is subject to any assessments levied thereby.**

**10. Water rights, claims or title to water, whether or not shown by the public records.**

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**11. Access to and from said premises is via private drive.**

**12. Right of others in and to the uninterrupted flow of water from the rivers and streams and ditches and canals which cross said premises.**

**13. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:**

**Recorded: August 5, 2003**

**Entry No.: [1963391](#)**

**Book / Page: 58 / 33**

**14. Charges or Assessments levied by Weber Basin Water Conservancy District pursuant to contract(s) for the purchase of water from said district. No liability is assumed for unpaid assessments, if any or the affects thereof on the status of any contracts and assignments.**

**15. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

**Recorded: August 5, 2003**

**Entry No.: [1963392](#)**

**Book/Page: 2418 / 1350**

**Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for River Ranch Subdivision:**

**Recorded: April 20, 2007**

**Entry No.: [2257788](#)**

**Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.**

**16. Onsite Wastewater Disposal Systems Deed Covenant and Restriction to run with the land, and the terms and conditions thereof.**

**Recorded: August 5, 2003**

**Entry No.: [1963393](#)**

**Book / Page: 2418 / 1365**

**17. Private Wells Deed Covenant and Restriction to run with the land, and the terms and conditions thereof.**

**Recorded: August 5, 2003**

**Entry No.: [1963394](#)**

**Book / Page: 2418 / 1366**



**18. Weber County Subdivision Improvement Agreement, and the terms and conditions thereof.**

**Recorded: August 5, 2003**

**Entry No.: [1963395](#)**

**Book / Page: 2418 / 1367**

**19. Resolution No. 27-2012**

**Recorded: December 13, 2012**

**Entry No.: [2610456](#)**

**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.**

**20. Affidavit, including the terms and conditions thereof:**

**Dated: March 09, 2015**

**Recorded: March 09, 2015**

**Entry No.: [2725109](#)**

**21. Petition to Weber Basin Water Conservancy District, for the Allotment of Water, and the terms and conditions thereof.**

**Recorded: September 6, 2016**

**Entry No.: [2813329](#)**

**22. The right of the County Assessor to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:**

**Recorded: December 2, 2016**

**Entry No.: [2829872](#)**

**23. Deed of**

**Easement and Covenant and Restriction for Alternative Onsite Wastewater Treatment Services, and the terms and conditions thereof:**

**Grantor: Timothy M. Hutter and Tamra F. McQueen-Hutter**

**Grantee: Morgan Health Department**

**Purpose: Notice is hereby given by the Weber-Morgan Health Department that an Alternative Wastewater Treatment System known as a Mound System, is required on the following property as the method of treatment and disposal of all wastewater generated on the property.**

**Recorded: January 30, 2017**

**Entry No.: [2839489](#)**



**24. A Deed of Trust, and the terms and conditions thereof:**

**Stated Amount: \$1,920,000.00**

**Trustor: Timothy M. Hutter and Tamra F. McQueen Hutter, husband and wife as joint tenants**

**Trustee: Lincoln Title Insurance Agency**

**Beneficiary: Citywide Home Loans, a Utah Corporation**

**Dated: October 26, 2018**

**Recorded: October 31, 2018**

**Entry No.: [2950007](#)**

**25. A Deed of Trust, and the terms and conditions thereof:**

**Stated Amount: \$1,377,885.00**

**Trustor: Timothy M. Hutter and Tamra F. McQueen-Hutter, husband and wife**

**Trustee: JPMorgan Chase Bank, N.A.**

**Beneficiary: JPMorgan Chase Bank, N.A.**

**Dated: September 4, 2020**

**Recorded: September 10, 2020**

**Entry No.: [3083723](#)**

**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>.

**Title Resources Guaranty Insurance Company**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
  - From your transactions with, or from the services being performed by, us, our affiliates, or others;
  - From our internet web sites;
  - From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others;
- and
- From consumers or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
  - to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

**Multiple Products or Service**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

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## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard you nonpublic personal information.

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