



**2725 East Parleys Way, Suite 170  
Salt Lake City, UT 84109  
(801) 214-6132 (801) 214-6136 FAX**

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We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transaction.

### ***Questions?***

*This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Bonneville Superior to obtain your secure login and password.*

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	<b>Jackie Sneyd</b>
Email Address	<b>JSneyd@bonnevillesuperior.com</b>
Order Number:	<b>162918</b>
Property Address:	<b>4202 West 3600 North Ogden, Utah 84404</b>
Seller:	<b>Northwood Dairy Sales, Ltd.</b>
Buyer/Borrower:	<b>Kade Bambrough</b>

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

**Jackie Sneyd**  
Escrow Officer

### **NOTICE**

**Due to changes to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.**

**COMMITMENT FOR TITLE INSURANCE**

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of 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 land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to 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.

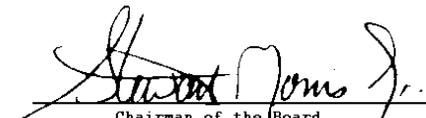
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Policy upon request.

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

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



  
Chairman of the Board



  
President

  
Authorized Countersignature

**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security interest.
2. If the proposed Insured has or acquires 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 and Stipulations.
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 Stipulations 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.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>*

***Commitment For Title Insurance***  
***Issued By Bonneville Superior Title Company, Inc.***  
***Schedule A***

***Commitment Number:*** 162918 **2nd Amendment**  
***Escrow Officer:*** Jackie Sneyd

***1. Effective date:*** April 11, 2013 at 8:00 am

***2. Policy or Policies to be issued:***

<b><i>(a) ALTA Owners Policy (2006)</i></b>	<b><i>Amount of Insurance:</i></b>	\$92,000.00
<b><i>Proposed Insured:</i></b> Kade Bambrough	<b><i>Premium:</i></b>	\$651.00

<b><i>(b) ALTA Loan Policy (2006)</i></b>	<b><i>Amount of Insurance:</i></b>	
<b><i>Proposed Insured:</i></b>	<b><i>Premium:</i></b>	

<b><i>(c) Endorsements:</i></b>	<b><i>Premium:</i></b>	
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***(d) Other:***

***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 said estate or interest in said land is at the effective date hereof vested in:***

Northwood Dairy Sales, Ltd., an Arizona limited liability partnership

***5. The land referred to in this Commitment is situated in the County of Weber State of Utah, and is described as follows:***

See Attached Legal Description

***Tax ID No:*** 19-009-0031

***The following is shown for information purposes only:***

***The address of said property is:*** 4202 West 3600 North  
Ogden, Utah 84404

Exhibit A  
LEGAL DESCRIPTION

File Number: 162918

Part of the Northwest Quarter of Section 21, Township 7 North, Range 2 West, Salt Lake Meridian, U.S. Survey:  
Beginning 1122 feet West of the Southeast corner and along the South line of said Quarter Section and running thence North 1320 feet, thence West 198 feet, thence South 330 feet, thence West 352 feet, thence South 119 feet, thence East 300 feet, thence South 871 feet to the South line of said Quarter Section, thence East 250 feet to the point of beginning.

SUBJECT TO an existing right of way over the South portion of said property for street purposes.

**SCHEDULE B**  
**Section 1**

**Commitment Number:** 162918

**REQUIREMENTS**

*The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:*

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.*
- 2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.*
- 3. Pay all general and special taxes now due and payable*
- 4. 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 Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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 property jurisdiction.*
- 5. This Commitment will be subject to 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 for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.*
- 6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.*
- 7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.*
- 8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.*
- 9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.*
- 10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.*

**SCHEDULE B**  
**Section 2**

**Commitment Number:** 162918

*This policy does not insure against loss or damage (and the Company will not pay loss or damage, costs, attorney's fees or expenses) which arises by reason of:*

**Standard Exceptions**

- 1. Taxes or assessments 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 public record.**
- 2. 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 by making inquiry of persons in possession thereof.**
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.**
- 4. Any encroachment, encumbrance, violation, or adverse circumstances 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 adverse claim based upon the assertion that: a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) the boundary of the land has been affected by a change in the course or water level of a navigable river or lake; c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands, d) easements for use of the surface of waters on the land for fishing, boating, swimming or similar activity.**

**Special Exceptions**

- 8. Taxes for the year 2013 now a lien, not yet due. Tax ID No. 19-009-0031 (2012 taxes were paid in the amount of \$71.98)**
- 9. Said property is located within the boundaries of Weber Basin Water Conservancy District and Weber County Fire Protection Service Area No. 4, and is subject to the charges and assessments levied thereunder.**
- 10. Resolution No. 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.**
- 11. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of**

**SCHEDULE B**  
**Section 2**

**Commitment Number:** 162918

that certain Application For Assessment And Taxation Of Agricultural Land, recorded November 29, 2011 as Entry No. 2551741, of Official Records.

12. Resolution No. 27-2012, from the Board of County Commissioners of Weber County confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County, recorded December 13, 2012, as Entry No. 2610456 of Official Records. (Collected with taxes)
13. Subject to any and all re-assessments by the County Treasurer, by reason of an incorrect assessment during a previous year.
14. Except all water, water rights, claims or title to water.
15. Excepting all oil, gas and other minerals of every kind and description underlying the surface of the land.
16. Rights of way for canals, laterals, ditches, roads and utilities, if any, over, under or across said land including, but not limited to, the following: 3600 North.
17. Subject to Right of Way as created in Warranty Deed recorded August 5, 1893, in Book 22, Page 27, of Official Records.
18. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
19. Covenant To Run With the Land, upon the terms and conditions therein provided, recorded June 15, 1987, as Entry No. 1014905, in Book 1519, Page 2072, of Official Records.
20. Any matters that might be disclosed by an accurate survey of said premises.
21. Any rights, claims or interest of (the mortgagor) in the land or any claim that the foreclosure by (lender) is invalid. **REQUIREMENT: This exception will be eliminated upon receipt of evidence, satisfactory to the company, that the Mortgagor is not in possession of the property.**
22. Documents must be submitted to this company, to provide verification of authorized officers/members who can execute documents on the behalf of the entity vested herein or shown as Proposed Owners in Schedule "A".
23. The effects if any of a Deed of Trust executed by Drew Moyes as TRUSTOR and Daniel W. Anderson, Esq. attorney of law as TRUSTEE, in the stated amount of \$44,000.00, in favor of Trofast Investment, LLC as BENEFICIARY, dated March 30, 2010 and recorded February 28, 2013 as Entry No. 2623026, of Official Records. (Note: Trustor no longer holds an interest of record.)

NOTE: Judgments have been checked against the following:

Northwood Dairy Sales, Ltd.  
Kade Bambrough

**SCHEDULE B**  
**Section 2**

**Commitment Number:** 162918

There were NO judgments found.

**CHAIN OF TITLE**

According to the 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:

Document Name:	Trustee's Deed
Recording Date:	August 25, 2011
Grantor:	Blain H. Johnson, Esq.
Grantee:	Northwood Dairy Sales, Ltd., an Arizona limited liability partnership
Entry No.:	2538835

## PRIVACY POLICY NOTICE

### WHAT DO/DOES BONNEVILLE SUPERIOR TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Stewart Title Guaranty Company and its affiliates ("Bonneville Superior Title Company"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA)

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Bonneville Superior Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

<b>How often do/does Bonneville Superior Title Company notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does Bonneville Superior Title Company protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do/does Bonneville Superior Title Company collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: 801-774-5511, 1518 North Woodland Park Drive, Layton, Utah 84041