

# COMMITMENT FOR TITLE INSURANCE

ISSUED BY

  
**ALTA COMMITMENT FOR  
TITLE INSURANCE**  
ISSUED BY  
STEWART TITLE GUARANTY  
COMPANY



INDIVIDUAL - ELIZABETH BROWN

ELIZABETH BROWN

WE-2020-168880  
MCGINNIS/BROWN  
Closer: JENNY GORING

*Logan Office*  
399 North Main Ste 210  
Logan, UT 84321  
(435) 753-3500  
FAX (435) 753-9726

*Brigham Office*  
960 South Main #2B  
Brigham City, Utah 84302  
(435) 723-6400  
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*Tremonton Office*  
781 East Main Ste B  
Tremonton, UT 84337  
(435) 257-4965  
FAX (435) 257-8746

*St. George Office*  
1224 S. River Road Ste. B106  
St. George, UT 84790  
(435) 674-4000  
FAX (435) 674-4004

*Layton Office*  
2317 North Hillfield Rd. #104  
Layton, UT 84041  
(801) 820-6507  
(435) 753-9726

## 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 EXTRACONTRACTUAL 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, **STEWART TITLE 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


## Countersigned:

BY   
Authorized Countersignature

American Secure Title Insurance Agency

Brigham City, UT



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
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
- (f) Schedule B, Part II-Exceptions; and
- (g) a countersignature 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 other 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>>.

**AMERICAN SECURE TITLE INSURANCE AGENCY**  
**Issued for STEWART TITLE GUARANTEE COMPANY**

ALTA Commitment for Title Insurance (8/1/2016)

**SCHEDULE A**

1. **Commitment Date:** November 30, 2020 at 8:00 AM **Commitment No.** WE-2020-168880

<b>2. Policy (or Policies) to be issued:</b>	<b>AMOUNT</b>	<b>PREMIUM</b>
(a) <b>ALTA OWNER'S POLICY ()</b> <b>Proposed Insured:</b> LONNIE BROWN and ELIZABETH BROWN	\$	\$
(b) <b>ALTA LOAN POLICY (ALTA 2006)</b> <b>Proposed Insured:</b>	\$	\$
(c) <b>OTHER</b> <b>Endorsements</b>	\$	

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 dated, vested in:**

DAVID L. MCGINNIS AND SHARON L. MCGINNIS, husband and wife as joint tenants  
[\(view\)](#)

5. **The Land is described as follows: Situated in WEBER County, State of UTAH, to-wit:**

All of Lot 1, GIBSON ACRES SUBDIVISION, WEBER County, Utah.

REFERENCE ONLY: SERIAL NO: 15-199-0001

**Referenced Property Address:** 4157 WEST 2200 SOUTH, OGDEN, UT 84401

TKB

**AMERICAN SECURE TITLE INSURANCE AGENCY**  
**Issued for STEWART TITLE GUARANTEE COMPANY**  
**CASE NO. 168880**  
**COMMITMENT NO. WE-2020-168880**

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**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.

ITEM (8) Warranty Deed executed by DAVID L. MCGINNIS and SHARON L. MCGINNIS, vesting fee simple title to LONNIE BROWN and ELIZABETH BROWN.

ITEM (9) Reconveyance of Trust Deed to clear Schedule B, Part II, Exception No. 10, attached hereto.

ITEM (10) Reconveyance of Trust Deed and Closure Letter to clear Schedule B-Section II, Exception No. 11, attached hereto.

ITEM (11) Property Owner or Lender to provide copies of checks and lien waivers on any preliminary notice as filed on the State Construction Registry.

**AMERICAN SECURE TITLE INSURANCE AGENCY**  
**Issued for STEWART TITLE GUARANTEE COMPANY**  
**CASE NO. 168880**  
**COMMITMENT NO. WE-2020-168880**

**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 in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
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.
8. Any water rights or claims or title to water in or under the land.

NOTE: ITEMS 1 THRU 8 WILL BE ELIMINATED FROM THE LENDERS POLICY SHOULD ONE BE ISSUED AND ITEMS 1 THRU 7 WILL BE ELIMINATED FROM THE "EAGLE OWNERS" / "HOMEOWNERS" POLICY SHOULD ONE BE ISSUED AND WILL REMAIN FOR A STANDARD OWNERS POLICY SHOULD ONE BE ISSUED.

9. All assessments and taxes for the year 2021 and thereafter. Taxes for the year 2020 have been paid in the amount of \$2,784.63. Taxes are due Annually November 30th. (Serial No. 15-199-0001)
10. Trust Deed in the amount of \$108,547.00, dated May 10, 2013, executed in favor of AMERICA FIRST FEDERAL CREDIT UNION, as Beneficiary, by DAVID L. MCGINNIS AND SHARON L. MCGINNIS, as Trustor, with AMERICA FIRST FEDERAL CREDIT UNION, as Trustee, recorded May 15, 2013, as Entry No. 2635720, WEBER County Recorder's Office.  
[\(view\)](#)

(Continued)

**SCHEDULE B, PART II**  
**EXCEPTIONS**  
**(Continued)**

11. Trust Deed in the amount of \$10,000.00, dated September 26, 2000, executed in favor of AMERICA FIRST FEDERAL CREDIT UNION, as Beneficiary, by DAVID L. MCGINNIS AND SHARON L. MCGINNIS, as Trustor, with AMERICA FIRST FEDERAL CREDIT UNION, as Trustee, recorded September 27, 2000, as Entry No. 1729117, in Book 2093, at Page 2081, WEBER County Recorder's Office.

[\(view\)](#)

Subordination Agreement, dated April 25, 2013, wherein AMERICA FIRST FEDERAL CREDIT UNION subordinates their Trust Deed, to that certain Trust Deed shown in Schedule B, Section II, as Entry No. 2635720 Said Subordination Agreement recorded May 15, 2013, as Entry No. 2635725, WEBER County Recorder's Office.

[\(view\)](#)

12. Those parties which may seek a mechanics's lien for payment of materials and services performed on said property as found within the Utah State Construction Registry.

[\(view\)](#)

13. Easement, dated March 17, 1941, in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits, and guy anchors and poles, with the necessary guys, stubs, crossarms and other attachments thereon or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises. Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

Recorded December 30, 1941, as Entry No. 65798, in Book 144, at Page 487, WEBER County Recorder's Office.

14. Covenant to Run with the Land, dated May 16, 1995 recorded May 16, 1995, as Entry No. 1345323, in Book 1756, at Page 2791, WEBER County Recorder's Office.

15. Declaration of Deed Covenant to Run with the Land Concerning Provision of Irrigation Water, recorded May 16, 1995, as Entry No. 1345326, in Book 1756, at Page 2794, WEBER County Recorder's Office.

16. Agreement, dated November 16, 1990, by and between the STATE OF UTAH, acting through the BOARD OF WATER RESOURCES and the WILSON IRRIGATION COMPANY, recorded May 17, 1996, as Entry No. 1406857, in Book 1806, at Page 2976, WEBER County Recorder's Office.

17. Easement to Use Distribution System, dated October 25, 1990, recorded May 17, 1996, as Entry No. 1406858, in Book 1806, at Page 2985, WEBER County Recorder's Office.

18. Perpetual Easement, dated March 8, 2001, in favor of the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, recorded March 13, 2001, as Entry No. 1757393, in Book 2122, at Page 2402, WEBER County Recorder's Office.

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
**(Continued)**

Perpetual Easement, dated March 8, 2001, in favor of the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, recorded March 13, 2001, as Entry No. 1757394, in Book 2122, at Page 2407, WEBER County Recorder's Office.

Perpetual Easement, dated March 8, 2001, in favor of the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, recorded April 3, 2001, as Entry No. 1761823, in Book 2128, at Page 1312, WEBER County Recorder's Office.

19. Resolution No. 27-2012, 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, recorded December 13, 2012, as Entry No. 2610456, WEBER County Recorder's Office.
20. Certificate of Creation of the NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY, and any assessments levied thereunder, recorded January 20, 2015, as Entry No. 2718461, WEBER County Recorder's Office.
21. An easement for public utilities and drainage, as shown on the recorded plat of said subdivision.
22. Notes as shown on the recorded plat of said subdivision.
23. The effects of easements, restrictions, reservations, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
24. An easement for building setback, running along the lot lines of the subject property, as shown on the recorded plat of said subdivision.
25. Excepting any reference or reservation to or coverage for all minerals and mineral rights, including but not limited to oil, gas, sand, gravel, earth or rocks, together with appurtenant leases, easements, options or other instruments appertaining to mineral or mineral rights.
26. Excepting all water, water rights, claims or title to water.
27. Easements, restrictions, recitals, notes and other matters shown and set forth on the recorded plat of the GIBSON ACRES SUBDIVISION, and any subsequent amendments, as shown in the office of the WEBER County Recorder.
28. Property is located within Tax District 514 OGDEN, WEBER County and is subject to the charges and assessments levied thereunder.

**SEE ATTACHED PLAT ADDED AS A REFERENCE ONLY.**

[\(view\)](#)

(Continued)



**SCHEDULE B, PART II**  
**EXCEPTIONS**  
**(Continued)**

NOTE: Judgments have been searched in the name(s) of:

1. LONNIE BROWN
2. ELIZABETH BROWN
3. DAVID L. MCGINNIS
4. SHARON L. MCGINNIS

No unsatisfied judgments which, in the opinion of the Company would constitute liens against the subject property, were found of record.

For inquiries concerning exceptions found in the Commitment, please contact JILL MAUCHLEY (se) at 435-753-3500.

Your order has been assigned to JENNY GORING at our Tremonton Escrow Office, located at 781 East Main Suite B; Tremonton, Utah 84337 for a Full Service Escrow . For questions concerning your Escrow, contact JENNY at (435)257-5176 or by email at [jgoring@americansecure.com](mailto:jgoring@americansecure.com).

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE TITLE INSURANCE ARBITRATION RULES OF THE AMERICAN LAND TITLE ASSOCIATION (ALTA). A COPY OF SAID RULES ARE 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.

The Land described in this Commitment for Title Insurance may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the Land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or proposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the Land.

**AMERICAN SECURE TITLE INSURANCE AGENCY** is furnishing the following limited chain of title which is not a component of the commitment and related reports. This chain is being furnished for informational purposes only and is neither guaranteed or warranted by AMERICAN SECURE TITLE INSURANCE AGENCY, nor is it binding upon AMERICAN SECURE TITLE INSURANCE AGENCY, its agents, or assigns.

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