

ALTA Commitment Form

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 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.

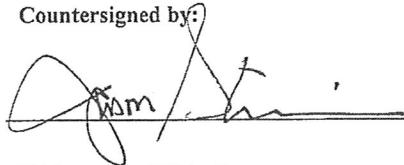
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form 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.

Countersigned by:

  
\_\_\_\_\_

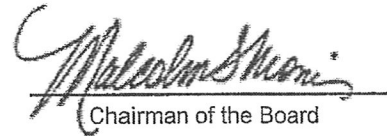
Hickman Land Title Company  
Company

Layton, Utah  
City, State



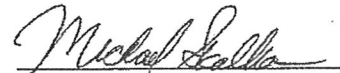
  
\_\_\_\_\_

Senior Chairman of the Board

  
\_\_\_\_\_

Chairman of the Board



  
\_\_\_\_\_

President



## 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.
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/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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File No. T-66844

004-UN ALTA Commitment (6/17/06)



## SCHEDULE A

Order Number: T-66844

1. Effective Date: June 10, 2013 at 7:59 a.m.

Policy or Policies to be issued:	Amount of Insurance	Premium
(a) A.L.T.A. 2006 Owner's Policy (Eagle) Proposed Insured:	<b>\$130,000.00</b>	<b>\$871.00</b>

**BRANDY MALAN**

(b) A.L.T.A 2006 Loan Policy (Extended) Proposed Insured:	<b>\$123,500.00</b>	<b>\$540.00</b>
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**AMERICA FIRST FEDERAL CREDIT UNION**

(c) Leasehold Policy  
Proposed Insured:

(d) Endorsements: <b>8.1-06, 9-06, 22-06</b>		<b>\$55.00</b>
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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 Estate or interest in said land is at the effective date hereof vested in:

**Donnett Malan, as to an undivided 50% interest, and Dean A. Malan, Trustee of The Dean A. Malan Revocable Trust dated April 10, 2012, as to an undivided 50% interest**

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

**See Attached Legal Description**

We appreciate your business and thank you for choosing Hickman Land Title Company.

Your Escrow officer will be Nick Thompson. Phone (801) 416-8900.

Please call your title officer, Heather H. Thompson, phone (801) 416-8900, with any questions or concerns regarding this commitment.

For informational purposes only.

The Weber County Recorder shows the address of said property to be:

2873 North HIGHWAY 162

Eden, Utah 84310



**First American Title Insurance Company**

ms

## SCHEDULE A

Order Number: T-66844

Part of Section 28, Township 7 North, Range 1 East, Salt Lake Meridian, U.S. Survey. Beginning at a point North 0°21'20" East 764.21 feet and North 89°22'46" West 230.0 feet and North 0°21'20" East 395.00 feet and South 87°55'46" East 130.35 feet and North 1°51'25" East 38.91 feet from the Southeast corner of said Section 28 and running thence North 89°22'46" West 191.50 feet, thence North 12°19'14" West 131.30 feet, thence North 82° East 32.91 feet, thence North 9°56' East 13.26 feet, thence North 55°22' East 40.4 feet, thence North 19°42' East 77.0 feet, thence North 33°04' East 60.0 feet to the South line of State Road right of way, thence along said right of way South 42°46' East 39.2 feet and South 42°01' East 196.78 feet, thence South 89°50' West 50.97 feet, thence South 1°30'25" West 155 feet, more or less, to the point of beginning. Subject to a perpetual right of way for ingress and egress described as follows: A parcel of land 16.5 feet wide, being adjacent to and extending 16.5 feet West of a line which begins at the Southeast corner of the above described tract of land and runs North 1°30'25" East from said point 201.09 feet, more or less, to the South line of State Road.



First American Title Insurance Company

ms

## SCHEDULE B

### Section 1

Order Number: T-66844

### REQUIREMENTS

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
  - A) Deed conveying Title to the purchasers, executed by: DEAN MALAN FAMILY TRUST
  - B) Trust Deed securing your loan, executed by: BRANDY MALAN
  - C) Payment of any fees due to Weber County, Eden Cemetery, Weber County Fire Service Area 4, Ogden Valley Natural Gas Improvement District, shown herein.
4. 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.
5. Release(s) or Reconveyance(s) of item(s): none
6. You must give us the following information:
  - A) Any off record leases, surveys, etc.
  - B) Statements of identity all parties.
  - C) Other

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 Rules of the American Arbitration Association, 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 or proper jurisdiction.

NOTE: All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

BRANDY MALAN  
DEAN MALAN FAMILY TRUST



## SCHEDULE B

### Section 2

Order Number: T-66844

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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 assessment, or notices of such proceedings, whether or not shown by the records of such agency or by the 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which correct survey would disclose, and which are 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.
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 back 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 any law or governmental regulation pertaining to wetlands.
8. Location of improvements not visible by inspection and/or survey, i.e. water lines sewer, septic.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching the subsequent to the effective date hereof but prior to the date proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Taxes for the year 2013, and subsequent years, not yet due and payable.  
Tax Parcel No. 22-022-0014. (2012 taxes were paid in the amount of \$1,090.56)
12. Said property is located within the boundaries of Weber County, Eden Cemetery, Weber County Fire Service Area 4, Ogden Valley Natural Gas Improvement District, and is subject to the charges and assessments levied thereunder.



## SCHEDULE B

### Section 2

Order Number: T-66844

13. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantee: UTAH POWER & LIGHT COMPANY  
Grantee: UTAH POWER & LIGHT COMPANY  
Recorded: November 14, 1924  
Book/Page: D/307  
(Exact location not disclosed)
14. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantee: UTAH POWER & LIGHT COMPANY  
Recorded: November 14, 1924  
Book/Page: D/308  
(Exact location not disclosed)
15. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantee: UTAH POWER & LIGHT COMPANY  
Recorded: November 14, 1924  
Book/Page: D/308  
(Exact location not disclosed)
16. PIPELINE AGREEMENT and the terms, conditions and limitations contained therein:  
Recorded: September 15, 1951  
Book/Page: 347/476
17. Subject to a right of way set forth in Quit Claim Deed, recorded April 12, 2012 as Entry No. 2571262 of Official Records.
18. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: Dean A. Malan and Donnett McKay Malan  
Grantee: Jeffery D. Malan and Sherry W. Malan, husband and wife  
Dated: May 22, 1983  
Recorded: May 23, 1983  
Entry No.: 880681  
Book/Page: 1425/815
19. RESOLUTION NO. 18-96, CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS IMPROVEMENT DISTRICT and the terms, conditions and limitations contained therein:  
Recorded: April 12, 1996  
Entry No.: 1399404  
Book/Page: 1801/295
20. RESOLUTION NO. 25-96, CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS IMPROVEMENT DISTRICT and the terms, conditions and limitations contained therein:  
Recorded: June 18, 1996  
Entry No.: 1413086  
Book/Page: 1811/2786



## SCHEDULE B

### Section 2

Order Number: T-66844

21. RESOLUTION NO. 23-2005, 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" and the terms, conditions and limitations contained therein:  
Recorded: January 24, 2006  
Entry No.: 2156401
  
22. RESOLUTION NO. 27-2012, 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 and the terms, conditions and limitations contained therein:  
Recorded: December 13, 2012  
Entry No.: 2610456

Exception numbered 1-9 will be eliminated in the A.L.T.A. Extended Coverage Policy.

**NOTE: For informational purposes only, a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted from May 7, 2011 at 8:00 a.m. to the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:**

**Quit Claim Deed dated April 10, 2011, and recorded April 12, 2012, as Entry No. 2571262, in Book , at Page , wherein Dean A. Malan appears as grantor and Dean A. Malan, Trustee of The Dean A. Malan Revocable Trust dated April 10, 2012 appears as grantee.**

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

NOTE: In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The land described in this Commitment 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.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at <http://www.alta.org>. 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.







