

# Meridian

## Title Company

"We Do Good Deeds"

MTC File No. 306194

126 West Sego Lily Drive,  
Suite 245  
Sandy, UT 84070

**ESCROW OFFICER:**  
**Vicki Fleming**  
License Number: 87243

Ph. (801)568-6888  
Fax (801)568-6688  
Vickiteam@mtcutah.com

<b>SUBJECT PROPERTY ADDRESS:</b>  Parcel #20-035-0030 Huntsville, UT 84317	<b>BUYER/BORROWER(S):</b> Mark Banner and Karianne Banner
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<b>LOAN OFFICER:</b>  Attn:	<b>LOAN PROCESSOR:</b>  Attn:
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Operated  
Since 1980**

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	<small>ISSUED BY</small> <b>First American Title Insurance Company</b>

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**COMMITMENT FOR TITLE INSURANCE**  
**Issued By**  
***FIRST AMERICAN TITLE INSURANCE COMPANY***

**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, ***First American Title Insurance Company***, a Nebraska 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.

***First American Title Insurance Company***



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

## 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.

### 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>.

**SCHEDULE A**

**Commitment No. 306194**

1. **Commitment Date:** April 22, 2021 8:00AM (Original)

**Amount**

2. Policy or Policies to be issued:

**A. ALTA Standard Coverage Loan Policy**

Premium \$0.00

**Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below.**

**B. Endorsements:**

\$0.00

3. The estate or interest in the land described or referred to in this Commitment is FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:

Mark Banner and Karianne Banner, as joint tenants

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

**Parcel 1:**

Part of the Southeast Quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is South 1378.57 feet along the section line from the East quarter corner of said Section 23, running thence South 550.00 feet along the section line: thence North 64°52' West 784.73 feet to the center of an existing road: thence 2 courses along the center of said road as follows: North 20°04'15" West 106.25 feet and North 13°59'45" West 93.75 feet: thence North 88°04'10" East 770.01 feet to the point of beginning.

**Parcel 1A:**

Together with and subject to a 50-foot right-of-way across part of the Southeast quarter of Section 23, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: said right-of-way being 25 feet on either side of and parallel to the following described road center line: Beginning at a point which is South 2628.99 feet along the East section line, South 88°28'06" West 36.40 feet along the South section line and North 40°43'54" West 1023.46 feet from the East quarter corner of said Section 23, running thence North 6°37' East 185.00 feet: thence North 20°04'15" West 186.50 feet: thence North 13°59' 45" West 93.75 feet: thence North 60°55' 45" West 223.46 feet; thence South 80°10'30" West 77.49 feet; North 48°59'30" West 114.59 feet: thence North 11°46'15" East 211.33 feet: thence North 41°30'42" East 58.98 feet to the South line of the Snow Basin Road.

**Address:** Parcel #20-035-0030, Huntsville, UT 84317

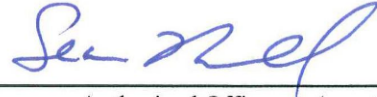
Escrow Officer: Vicki Fleming

American Land Title Association  
Commitment for Title Insurance  
Adopted 8/1/2016

First American Title Insurance Company

**First American Title Insurance Company**

Counter Signed

A handwritten signature in blue ink, appearing to read "Sen Ref", is written over a horizontal line.

Authorized Officer or Agent

**SCHEDULE B - PART I**  
**Requirements**

**File Number: 306194**

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 amounts for the estate or interest to be insured.
3. Pay us 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.

## **SCHEDULE B, PART II**

### **Exceptions**

**File Number: 306194**

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.

This 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. 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) are 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. 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.
9. Taxes for the year 2021 are now a lien not yet due and payable. Taxes for the year 2020 have been paid in the amount of \$1,383.22. Property I.D. No. 20-035-0030.

Taxes for Weber Basin Water for the year 2021 are now a lien not yet due and payable. Taxes for Weber Basin Water for the year 2020 have been paid in the amount of \$482.96. Property I.D. No. 20-035-0030.



10. The subject property lies within the boundaries of Weber County and is subject to any and all charges and assessments thereof.
11. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
12. Claim, right, title or interest to water or water rights whether or not shown by the public records.
13. All rights, titles or interests in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and rights to enter upon and use the surface of the land for exploration, drilling or extraction related purposes.  
(This commitment/policy does not purport to disclose documents of record pertaining to the above referenced rights).
14. An Easement including its terms, covenants and provisions as disclosed by instrument;  
Recorded: June 11, 1982 as Entry No. [858976](#) in Book 1404 at Page 606 of Official Records.  
  
Affects: See documents for full particulars
15. The terms, covenants and conditions of that certain "Notice of Non-Buildable Parcel";  
Recorded: September 16, 2019 as Entry No. [3003628](#) of Official Records.
16. The terms, covenants and conditions of that certain "Petition to Weber Basin Water Conservancy District for the Allotment of Water";  
Recorded: December 12, 2019 as Entry No. [3022324](#) of Official Records.
17. The terms, covenants and conditions of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water;  
Recorded: March 16, 2021 as Entry No. [3135052](#) of Official Records.

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NOTE: Upon full and satisfactory compliance with all underwriting requirements, including but not limited to, the requirements set forth in Schedule B-1, and payment of all applicable charges, exceptions 1-8 may be omitted from the policy or policies to be issued hereunder.

NOTE: Judgments have been searched in the names of Mark Banner and Karianne Banner for the past eight years and none were found of record except as shown above.

NOTE: A cancellation fee of \$250.00 will be billed for this commitment if a Policy of Title Insurance is not issued within 120 days.

NOTE: 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.

American Land Title Association  
Commitment for Title Insurance  
Adopted 8/1/2016

First American Title Insurance Company

NOTE: This file was examined by Sean Newell (801) 264-8888.

## CHAIN OF TITLE

Order Number: 306194

**THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MADE A PART OF ANY COMMITMENT FOR TITLE INSURANCE PRODUCED BY MERIDIAN TITLE COMPANY.**

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:

Deed Type: Warranty Deed

Grantors: Larry K. Patton, Margery L. Patton, and Elizabeth Allen, or their successors, as Trustees of the Larry and Margery Patton Asset Protection Trust, dated the 23rd day of June, 2015

Grantees: Mark Banner and Karianne Banner

Dated:

Recorded Date: October 9, 2020

Instrument: 3092241

Book:

Page:



## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First American Title Insurance Company and Meridian Title Company.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

(Revised February 5, 2016)