

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a CA 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 90 days 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.

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

*First American Title Insurance Company*

By: *Curt B. Johnson* President

Attest: *Mindy Kelly* Secretary



By: *[Signature]*  
Authorized Signatory



MOUNTAIN VIEW  
TITLE & ESCROW CO.

First American Title Insurance Company

Case No: 123338

COMMITMENT

SCHEDULE A

1. Effective Date: July 14, 2013 at 7:00 A.M.

2. Policy or Policies to be issued:

(a)  ALTA Owner's Policy – 6/17/06 Amount - 0 -

Proposed Insured: NONE

(b)  ALTA Loan Policy – 6/17/06 Amount - 0 -

Proposed Insured: NONE  
SUBDIVISION PLAT REPORT \$300.00

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

**William C. Story and Dixie R. Story, husband and wife, as joint tenants, with full rights of survivorship and not as tenants in common**

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

**SEE ATTACHED EXHIBIT "A"**

Property Address:

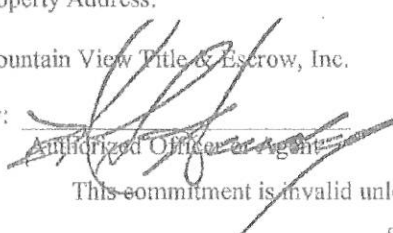
3192 North Highway 162, Liberty, Utah 84310

Mountain View Title & Escrow, Inc.

Escrow Officer: Mike Hendry

By:

Countersigned at Ogden, Utah

  
Authorized Officer or Agent

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

EXHIBIT "A"

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.  
BEGINNING AT AN EXISTING FENCE CORNER BEING A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 162 LOCATED SOUTH 89 DEG 19 MIN 49 SEC EAST 1406.32 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND SOUTH 00 DEG 00 MIN 00 SEC EAST 2002.08 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES; (1) NORTH 44 DEG 20 MIN 46 SEC EAST (NORTH 45 DEG EAST BY RECORD) 256.74 FEET; AND (2) NORTH 02 DEG 44 MIN 05 SEC EAST (NORTH 01 DEG 31 MIN EAST BY RECORD) 460.99 FEET TO THE SOUTHWEST CORNER OF THE SPENCER FERRIN SUBDIVISION; THENCE SOUTH 49 DEG 45 MIN 45 SEC EAST 932.43 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID SPENCER FERRIN SUBDIVISION TO THE WEST BOUNDARY OF THE BRENT STORY PROPERTY, ENTRY NO. 2044575 BEING AN EXISTING FENCE LINE; THENCE ALONG SAID WEST BOUNDARY LINE AND FENCE LINE THE FOLLOWING FOUR (4) COURSES; (1) SOUTH 46 DEG 24 MIN 18 SEC WEST (SOUTH 45 DEG WEST BY RECORD) 265.13 FEET; (2) NORTH 59 DEG 27 MIN 20 SEC WEST 77.96 FEET (60 FEET MORE OR LESS BY RECORD); (3) SOUTH 47 DEG 17 MIN 08 SEC WEST 180.14 FEET; AND (4) SOUTH 59 DEG 13 MIN 16 SEC WEST 154.60 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 162; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 51 DEG 59 MIN 25 SEC WEST 418.93 FEET; AND (2) ALONG THE ARC OF A 2897.90 FOOT RADIUS CURVE TO THE LEFT 73.94 FEET, HAVING A CENTRAL ANGLE OF 01 DEG 27 MIN 43 SEC, CHORD BEARS NORTH 52 DEG 43 MIN 17 SEC WEST 73.94 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING 30.00 FOOT WIDE INGRESS AND EGRESS EASEMENT:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.  
BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 162 LOCATED SOUTH 89 DEG 19 MIN 49 SEC EAST 1406.32 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND SOUTH 00 DEG 00 MIN 00 SEC EAST 2002.08 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE NORTH 44 DEG 20 MIN 46 SEC EAST 256.74 FEET; THENCE NORTH 02 DEG 44 MIN 05 SEC EAST 215.50 FEET; THENCE NORTH 52 DEG 22 MIN 52 SEC EAST 199.21 FEET; THENCE SOUTH 49 DEG 45 MIN 45 SEC EAST 30.69 FEET; THENCE SOUTH 52 DEG 22 MIN 52 SEC WEST 191.79 FEET; THENCE SOUTH 02 DEG 44 MIN 05 SEC WEST 213.02 FEET; THENCE SOUTH 44 DEG 20 MIN 46 SEC WEST 264.19 FEET TO SAID RIGHT OF WAY LINE ; THENCE IN A NORTHWESTERLY DIRECTION TO THE LEFT ALONG THE ARC OF A 2897.90 FOOT RADIUS CURVE A DISTANCE OF 30.26 FEET, CHORD BEARS NORTH 53 DEG 09 MIN 13 SEC WEST 30.26 FEET, HAVING A CENTRAL ANGLE OF 00 DEG 35 MIN 54 SEC TO THE POINT OF BEGINNING.



**MOUNTAIN VIEW**  
TITLE & ESCROW CO.

**First American Title Insurance Company**

Case No. 123338

**COMMITMENT**

**SCHEDULE B - Section I**

**Requirements**

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B1 consists of 1 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

II. Schedule B of 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 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 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, 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.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

7. PARCEL 1:  
Taxes for the year 2012 have been paid in the amount of \$92.50. Taxes for the year 2013 are accruing as a lien but not yet due or payable.  
SERIAL NUMBER: 22-022-0075

PARCEL 2:  
Taxes for the year 2012 have been paid in the amount of \$1,633.86. Taxes for the year 2013 are accruing as a lien but not yet due or payable.  
SERIAL NUMBER: 22-022-0077

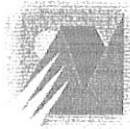
Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER - GENERAL, LIBERTY

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

CEMETERY MAINT DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C.,  
PARAMEDIC FUND, WEBER FIRE DISTRICT, WEBER SERV AREA #5 LIBERTY PARK, STATE  
ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, OGDEN VALLEY GAS IMP  
DISTRICT, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA  
DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

9. 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
10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
11. Upon recordation of plat the subject properties will be subject to the notes, easements, conditions and restrictions imposed as stipulated thereon.
12. SUBJECT TO THE FOLLOWING 30.00 FOOT WIDE INGRESS AND EGRESS EASEMENT:

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN,  
BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 162 LOCATED SOUTH 89 DEG 19 MIN 49 SEC EAST 1406.32 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND SOUTH 00 DEG 00 MIN 00 SEC EAST 2002.08 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE NORTH 44 DEG 20 MIN 46 SEC EAST 256.74 FEET; THENCE NORTH 02 DEG 44 MIN 05 SEC EAST 215.50 FEET; THENCE NORTH 52 DEG 22 MIN 52 SEC EAST 199.21 FEET; TEHNCE SOUTH 49 DEG 45 MIN 45 SEC EAST 30.69 FEET; THENCE SOUTH 52 DEG 22 MIN 52 SEC WEST 191.79 FEET; THENCE SOUTH 02 DEG 44 MIN 05 SEC WEST 213.02 FEET; THENCE SOUTH 44 DEG 20 MIN 46 SEC WEST 264.19 FEET TOT SAID RIGHT OF WAY LINE ; THENCE IN A NORTHWESTERLY DIRECTION TO THE LEFT ALONG THE ARC OF A 2897.90 FOOT RADIUS CURVE A DISTANCE OF 30.26 FEET, CHORD BEARS NORTH 53 DEG 09 MIN 13 SEC WEST 30.26 FEET, HAVING A CENTRAL ANGLE OF 00 DEG 35 MIN 54 SEC TO THE POINT OF BEGINNING. (AFFECTS WESTERLY LOT LINE OF LOT 1)

13. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT  
Recorded: February 27, 1996  
Entry Number: 1390063  
Book: 1793 Page: 1212
14. RESOLUTION NO. 25-96  
Purpose: A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

IMPROVEMENT DISTRICT AND SETTING FORTH THE IMPROVEMENTS TO BE PROVIDED BY THE DISTRICT; PROVIDING THAT PAYMENT FOR THE SERVICES SHALL BE BY A SERVICE CHARGE OR FEE; APPOINTING THE INITIAL BOARD OF TRUSTEES AND PRESCRIBING OTHER DETAILS AS PROVIDED BY LAW.

Recorded: June 18, 1996  
Entry Number: 1413086  
Book: 1811 Page: 2786

15. TRUST DEED

Dated: January 5, 1998  
Amount: \$125,000.00  
Trustor: WILLIAM C. STORY AND DIXIE R. STORY  
Beneficiary: WASHINGTON MUTUAL BANK  
Trustee: ASSOCIATED TITLE CO-S. OGDEN, A UTAH CORPORATION  
Recorded: January 9, 1998  
Entry Number: 1514585  
Book: 1901 Page: 689

16. TRUST DEED

Amount: \$180,000.00  
Trustor: WILLIAM C. STORY AND DIXIE R. STORY  
Beneficiary: WASHINGTON MUTUAL BANK FSB, A FEDERAL ASSOCIATION  
Trustee: WASHINGTON MUTUAL BANK, FSB  
Recorded: December 15, 2004  
Entry Number: 2074121

REQUEST FOR NOTICE

Dated: March 27, 2007  
Requested By: AMERICA FIRST FEDERAL CREDIT UNION  
Recorded: March 29, 2007  
Entry Number: 2252425

17. TRUST DEED

Dated: March 27, 2007  
Amount: \$50,000.00  
Trustor: WILLIAM C. STORY AND DIXIE R. STORY  
Beneficiary: AMERICA FIRST FEDERAL CREDIT UNION  
Trustee: AMERICA FIRST FEDERAL CREDIT UNION  
Recorded: March 29, 2007  
Entry Number: 2252424

SUBSTITUTION OF TRUSTEE

Dated: August 24, 2012

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)





**COMMITMENT**

**SCHEDULE B - Section II**

**Exceptions**

Recorded: August 30, 2012  
Entry Number: 2593407  
Appointed Trustee: LINCOLN TITLE INSURANCE AGENCY

18. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

WILLIAM C. STORY  
DIXIE R. STORY

19. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES, ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.

20. NOTE: 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.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



## 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 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/>.