

Case No: 122822

COMMITMENT

SCHEDULE A

1. Effective Date: June 20, 2013 at 7:00 A.M.

2. Policy or Policies to be issued:

(a) ■ ALTA Owner's Policy – 6/17/06

Amount \$50,000.00

\$462.00

Proposed Insured:

Lonnie Verhaal

(b) ☐ ALTA Loan Policy – 6/17/06

Amount - 0 -

Proposed Insured:

NONE

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:

Parcel 1: Leo Richard Granath and Erma Louise Granath, as Trustees of The Granath Family Revocable Trust Established by Agreement dated 9 January 1984

Parcel 2: Christina R. Granath

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

Raw Ground, , Utah

Mountain View Title & Escrow, Inc.

Escrow Officer: Mike Hendry

Authorized Officer or Agent

Countersigned at Ogden, Utah

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

Schedule A consists of 2 page(s)

EXHIBIT "A"

PARCEL 1:

PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16, AND PROCEEDING NORTH 89 DEG 05 MIN 24 SEC WEST 2555.40 FEET ALONG THE SECTION LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 16: THENCE NORTH 89 DEG 15 MIN 00 SEC WEST 474.23 FEET AND SOUTH 00 DEG 45 MIN 00 SEC WEST 888.62 FEET TO THE SOUTH RIGHT OF WAY LINE OF U-39 (300 SOUTH STREET) AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEG 50 MIN 43 SEC WEST ALONG AN EXISTING FENCE LINE AND EXTENSION THEREOF 584.24 FEET; THENCE SOUTH 00 DEG 15 MIN 00 SEC EAST 290.40 FEET; THENCE SOUTH 89 DEG 15 MIN 00 SEC EAST 150.05 FEET TO AN OLD EXISTING FENCE; THENCE ALONG SAID FENCE THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 00 DEG 01 MIN 44 SEC EAST 92.81 FEET; (2) SOUTH 01 DEG 13 MIN 20 SEC EAST 323.61 FEET; (3) NORTH 89 DEG 20 MIN 38 SEC WEST 276.58 FEET; (4) NORTH 01 DEG 10 MIN 41 SEC WEST 108.76 FEET; (5) SOUTH 89 DEG 07 MIN 14 SEC WEST 60.72 FEET; (6) NORTH 00 DEG 36 MIN 19 SEC WEST 688.34 FEET; (7) NORTH 00 DEG 00 MIN 34 SEC WEST 173.82 FEET; THENCE SOUTH 89 DEG 17 MIN 37 SEC EAST 172.44 FEET TO A POINT 20 SOUTH OF THE NORTH PROPERTY LINE: THENCE NORTH 00 DEG 50 MIN 43 SEC EAST PARALLEL TO SAID NORTH LINE 322.47 FEET TO THE SOUTH RIGHT OF WAY LINE OF U-39 (300 SOUTH STREET); THENCE SOUTH 88 DEG 29 MIN 52 SEC EAST ALONG SAID RIGHT OF WAY 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U S SURVEY: BEGINNING AT A POINT WHICH IS 860.64 FEET SOUTH 0D15' EAST ALONG THE SECTION LINE, TO THE CENTER OF SOUTH FORK ROAD, 326.7 FEET NORTH 89D15' WEST ALONG THE CENTERLINE OF SOUTH FORK ROAD AND 613.80 FEET SOUTH 0D15' EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 16, RUNNING THENCE SOUTH 0D15' EAST 290.40 FEET, THENCE NORTH 89D15' WEST 150.00 FEET, THENCE NORTH 0D15' WEST 290.40 FEET, THENCE SOUTH 89D15' EAST 150.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A 16.00 FOOT RIGHT OF WAY 8.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT IN CENTERLINE OF THE COUNTY ROAD 860.64 FEET (862.28 FEET) SOUTH 0D15' EAST ALONG THE SECTION LINE AND 484.70 FEET NORTH 89D15' WEST ALONG THE CENTERLINE OF SOUTH FORK ROAD, FROM THE NORTH QUARTER CORNER OF SAID SECTION 16, RUNNING THENCE SOUTH 0D15' EAST 638.80 FEET.



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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)



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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.
- 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 \$1,093.31. Taxes for the year 2013 are accruing as a lien but not yet due or payable.

SERIAL NUMBER: 21-025-0036

PARCEL 2:

Taxes for the year 2012 have been paid in the amount of \$199.70. Taxes for the year 2013 are accruing as a lien but not yet due or payable.

SERIAL NUMBER: 21-025-0027

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, WEBER /

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Schedule B2 consists of 4 page(s)



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SCHEDULE B - Section II

Exceptions

MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, 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. SUBJECT TO A 16.00 FOOT RIGHT OF WAY 8.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: A PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT IN CENTERLINE OF THE COUNTY ROAD 860.64 FEET (862.28 FEET) SOUTH 0D15' EAST ALONG THE SECTION LINE AND 484.70 FEET NORTH 89D15' WEST ALONG THE CENTERLINE OF SOUTH FORK ROAD, FROM THE NORTH QUARTER CORNER OF SAID SECTION 16, RUNNING THENCE SOUTH 0D15' EAST 638.80 FEET AS DISCLOSED IN VARIOUS DEEDS OF RECORD. (AFFECTS PARCEL 1)
- 12. RESOLUTION NO. 27-2012

Dated: December 11, 2012

Purpose: A RESOLUTION 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 AND DESCRIBING THE SERVICES TO BE PROVIDED THEREIN.

Recorded: December 13, 2012 Entry Number: 2610456

13. RESOLUTION NO. 25-96

Purpose: A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS 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

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



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SCHEDULE B - Section II

Exceptions

14. AGREEMENT

Dated: July 6, 1988

By and Between: THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES

AND THE HUNTSVILLE WATERWORKS CORPORATION, A CORPORATION

Recorded: May 17, 1996 Entry Number: 1406849 Book: 1806 Page: 2939 (NO EXACT LOCATION)

- 15. NOTE: SAID PROPERTY DESCRIPTION RESULTED FROM A DIVISION THAT DID NOT COMPLY WITH UTAH CODE SECTION 17-27A-605(B); AS EVIDENCED BY THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 2290533 OF WEBER COUNTY RECORDS.
- 16. Any matters disclosed by an accurate Any matters disclosed by an accurate survey of said property, specifically a gap by legal description affecting the Easterly property line and an overlap legal description affecting the Westerly boundary line of Parcel 1 herein described.
- 17. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN GRANATH FAMILY REVOCABLE TRUST ESTABLISHED BY AGREEMENT DATED 9 JANUARY 1984, AS DISCLOSED AS ENTRY NO. 2290533, OF WEBER COUNTY RECORDS.
- 18. 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.
- 19. THE INTEREST OF CASSIDY AND LONI VERHAAL, BY VIRTUE OF THOSE CERTAIN QUIT CLAIM DEEDS RECORDED AS ENTRY NO. 2646809 AND 2651774 OF WEBER COUNTY RECORDS. (TRUSTEE DEEDING OUT IS NOT SAME 2 TRUSTEES THAT PROPERTY WAS VESTED IN)
- 20. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

GRANATH FAMILY REVOCABLE TRUST LONNIE VERHAAL LEO RICHARD GRANATH ERMA LOUISE GRANATH CASSIDY VERHAAL LONI VERHAAL

21. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

NONE

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Schedule B2 consists of 4 page(s)



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SCHEDULE B - Section II

Exceptions

- 22. 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.
- 23. 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.

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

Attest Mintle Villey

Ву:

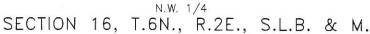
Authorized Signatory

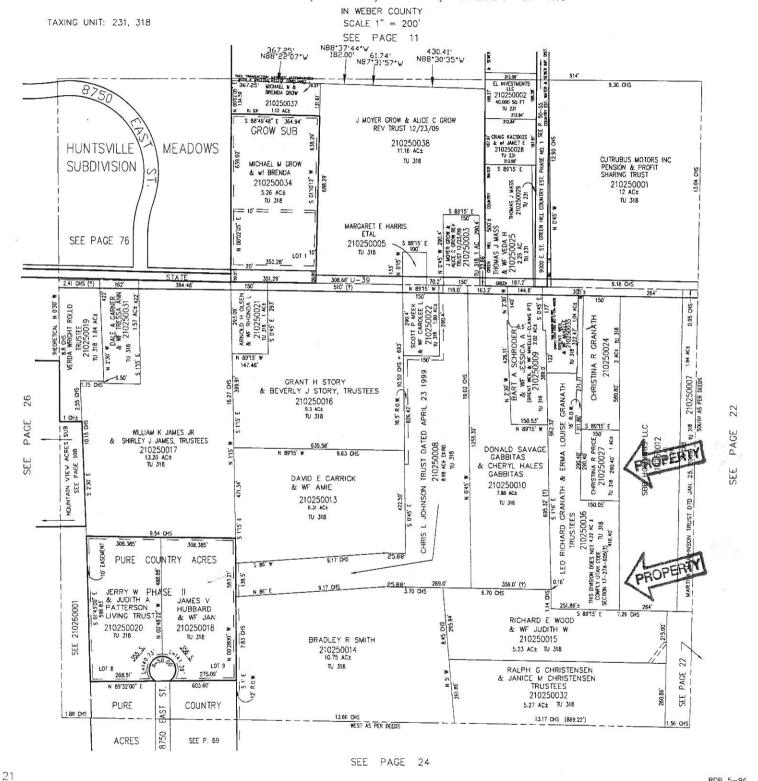
CONDITIONS

- 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.
- 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.
- 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/.



BDB 5-96





Mountain View Title and Escrow Co., Inc. 5732 South 1475 East, #100

South Ogden, UT 84403 Phone (801)479-1191 Fax (801)479-2777

Invoice

Customer:		Invoice	. Number		Date	
Lonnie Verhaal		12282	2		09/03/2013	
9029 East 100 South Huntsville, UT 84317		File Nu	File Number Branc			
Tuntsvine, OT 6451	. 1	12282	2	Ogden		
		Custom	ner Order Number		Customer OrderDate	
Deliver-To:					09/03/2013	
Lonnie Verhaal		Sale	es Price Buyer			
		\$5	53,000.00 Lonnie V	erhaal		
		Seller				
			***************************************	***************************************		
Property Address			Loan Amount Lender			
9035 East 100 South, Huntsvill	e, Utah					
Property Type	Property County	Sales Rep		Terms		
3	Weber	Sand	y Lambert			
	Please Send a Copy of	of this Inve	oice with Paym	ent		
Description	Amount					
1100 - Title Charges						
Owner's Policy			\$462.00			
Owner's Foney	Total 1100 - Title Charges		\$462.00			
		ubtotal	\$462.00			
		iles Tax	5402.00			
	52	Total	\$462.00			
			5402.00			

Brief Legal: 21-025-0036