

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

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|  <p><b>METRO NATIONAL TITLE</b></p> <p>By: <br/>Authorized Signatory</p> | <p><b>COMMONWEALTH LAND TITLE INSURANCE<br/>COMPANY</b></p> <p>By: </p> <p>ATTEST <span style="float: right;">President</span></p> <p><br/>Secretary</p> |
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***Transaction Identification Data for reference only:***

Issuing Agent: **Metro National Title**

Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **92081**

Property Address: **Aspen Ridge at Powder Mtn 2nd Amendment, Eden, UT 84310**

Revision Number:

**SCHEDULE A**

1. Commitment Date: **March 18, 2022 at 7:45 AM**
2. Policy to be issued:
  - (a) 2006 ALTA Owner's Policy  
Proposed Insured: **Title Report for 2nd Amendment Plat Approval**  
Proposed Policy Amount:  
Owner's Policy: **\$0.00**
  - (b) 2006 ALTA Loan Policy (Extended)  
Proposed Insured:  
Proposed Policy Amount:  
Lender's Policy: **\$0.00**  
Endorsements:  
Endorsement Premium(s): **\$0.00**
  - (c) 2006 ALTA Leasehold Policy  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**Michael E. Moyal; Michael Moyal, Trustee of the Michael Moyal Living Trust, dated July 14, 2016; Tiny Pond Investments LLC, an Oregon limited liability company; Aspen Ridge at Powder Mountain LLC, a Utah limited liability company and CPLT F LP, a Texas limited partnership, all as their interest may appear.**

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

**See attached Exhibit "A"**

**Exhibit "A"**

**A part of Section 6, Township 7 North, Range 2 East, Salt Lake Base and Meridian:**  
**Beginning at a point located 476.87 feet North 47°15'00" West and 274.20 feet South 42°45'00" West from a Brass Cap Monument marking an angle point in the Weber-Cache County line, said County Monument being located 3002.78 feet East, 3624.00 feet South and 476.87 feet South 47°15'00" East from the Northwest corner of said Section 6; and running thence South 42°45'00" West 195.00 feet; thence North 47°15'00" West 95.00 feet; thence North 42°45'00" East 154.98 feet; thence along the arc of a 68.00 foot curve to the left a distance of 20.30 feet (Central Angle is 17°06'04" and Long Chord bears North 34°12'01" East 20.22 feet); thence North 25°38'56" East 18.95 feet; thence along the arc of a 32.00 foot radius curve to the right a distance of 1.96 feet (Central Angle is 3°30'54" and Long Chord bears North 27°22'09" East 1.96 feet); thence South 47°15'00" East 104.10 feet to the point of beginning.**

**Together with a part of Section 6, Township 7 North, Range 2 East, Salt Lake Base and Meridian:**  
**Beginning at a point located 476.87 feet North 47°15'00" West from a Brass Cap Monument marking an angle point in the Weber-Cache County line, said County Monument being located 3002.78 feet East, 3624.00 feet South and 476.87 feet South 47°15'00" East from the Northwest corner of said Section 6; and running thence South 42°45'00" West 103.20 feet; thence North 47°15'00" West 105.00 feet to the Easterly right-of-way of Jacob's Ladder Way; thence along said right-of-way the following three (3) courses: (1) North 42°45'00" East 60.00 feet; (2) North 47°15'00" West 36.00 feet and (3) South 42°45'00" West 56.80 feet to the intersection of the Northerly right-of-way of Powder Lane and the Northerly right-of-way of said Jacob's Ladder Way; thence along said Powder Lane North 47°15'00" West 75.00 feet; thence South 42°45'00" West 36.00 feet; thence North 47°15'00" West 13.00 feet; thence North 42°45'00" East 136.00 feet; thence South 47°15'00" East 229.00 feet to the point of beginning.**

**Together with a part of Section 6, Township 7 North, Range 2 East, Salt Lake Base and Meridian:**  
**Beginning at a point located 476.87 feet North 47°15'00" West and 664.20 feet South 42°45'00" West from a Brass Cap Monument marking an angle point in the Weber-Cache County line, said County Monument being located 3002.78 feet East, 3624.00 feet South and 476.87 feet South 47°15'00" East from the Northwest corner of said Section 6; and running thence South 42°45'00" West 30.80 feet; thence South 77°01'52" West 197.43 feet; thence North 65°00'00" West 140.65 feet to the Easterly right-of-way of Summit Pass Road; thence along said right-of-way the following two (2) courses: (1) North 39°11'15" East 6.50 feet and (2) Northerly along the arc of a 133.00 foot radius curve to the left a distance of 36.61 feet (Central Angle is 15°46'14" and Long Chord bears North 31°18'12" East 36.49 feet) to the Southerly right-of-way of Jacob's Ladder Way; thence along said right-of-way the following eight (8) courses: (1) Northerly along the arc of a 43.00 foot radius curve to the left a distance of 9.69 feet (Central Angle is 12°55'00" and Long Chord bears North 56°05'27" East 9.67 feet); (2) Northerly along the arc of a 88.00 foot radius curve to the left a distance of 70.31 feet (Central Angle is 45°46'44" and Long Chord bears North 26°44'35" East 68.46 feet); (3) Northerly along the arc of a 129.01 foot radius curve to the right a distance of 67.52 feet (Central Angle is 29°59'11" and Long Chord bears North 18°50'48" East 66.75 feet); (4) Northeasterly along the arc of a 22.00 foot radius curve to the right a distance of 19.37 feet (Central**

Angle is  $50^{\circ}26'23''$  and Long Chord bears North  $59^{\circ}03'35''$  East 18.75 feet); (5) North  $84^{\circ}16'46''$  East 33.60 feet; (6) Southeasterly along the arc of a 2.00 foot radius curve to the right a distance of 3.14 feet (Central Angle is  $90^{\circ}00'00''$  and Long Chord bears South  $50^{\circ}43'14''$  East 2.83 feet); (7) South  $5^{\circ}43'14''$  East 55.33 feet and (8) Southeasterly along the arc of a 78.00 foot radius curve to the left a distance of 172.33 feet (Central Angle is  $126^{\circ}35'22''$  and Long Chord bears South  $69^{\circ}00'54''$  East 139.36 feet); thence South  $47^{\circ}15'00''$  East 95.29 feet to the point of beginning.

**BEING THE PROPOSED PLAT OF ASPEN RIDGE AT POWDER MOUNTAIN 2ND  
AMENDMENT**

**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. None

**[Vesting Deed Images](#)**

**NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.**

**Title Report for 2nd Amendment Plat Approval**

**Michael E. Moyal; Michael Moyal, Trustee of the Michael Moyal Living Trust, dated July 14, 2016; Tiny Pond Investments LLC, an Oregon limited liability company; Aspen Ridge at Powder Mountain LLC, a Utah limited liability company and CPLT F LP, a Texas limited partnership, all as their interest may appear.**

**Escrow Officer: at**



**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 by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, that 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.
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.

*The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy*

**8. Lien of Taxes, now accruing as a lien, but not yet due and payable**

**Year: 2022**

**Tax ID No.: [23-164-0001](#)**

**Prior year: [23-012-0176](#), 2021 Paid**

**Amount: \$2,817.23**

**9. Lien of Taxes, now accruing as a lien, but not yet due and payable**

**Year: 2022**

**Tax ID No.: [23-165-0005](#)**

**Prior year: [23-012-0176](#), 2021 Paid**

**Amount: \$2,817.23**

**10. Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year: 2022

Tax ID No.: [23-165-0006](#)

Prior year: [23-012-0176](#), 2021 Paid

Amount: \$2,817.23

**11. Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year: 2022

Tax ID No.: [23-165-0007](#)

Prior year: [23-012-0176](#), 2021 Paid

Amount: \$2,817.23

**12. Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year: 2022

Tax ID No.: [23-165-0009](#)

Prior year: [23-012-0176](#), 2021 Paid

Amount: \$2,817.23

**13. Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year: 2022

Tax ID No.: [23-168-0001](#)

Prior year: [23-012-0176](#), 2021 Paid

Amount: \$2,817.23

**14. Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year: 2022

Tax ID No.: [23-168-0002](#)

Prior year: [23-012-0176](#), 2021 Paid

Amount: \$2,817.23

**15. Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year: 2022

Tax ID No.: [23-012-0177](#)

Prior year: [23-012-0176](#), 2021 Paid

Amount: \$2,817.23

**16. Lien of Taxes, now accruing as a lien, but not yet due and payable**

Year: 2022

Tax ID No.: [23-164-0013](#)

Prior year: [23-012-0176](#), 2021 Paid

Amount: \$2,817.23



17. The land described herein is located within the boundaries of Eden City, Weber County, Tax Area 542 and is subject to any assessments levied thereby.

18. Water rights, claims or title to water, whether or not shown by the public records.

19. Reservations in favor of the Grantor:

Grantor: First Security Bank of Utah

Dated: January 3, 1953

Recorded: January 3, 1953

Entry No.: [199464](#)

Book/Page: 407 / 335

20. Reservations in favor of the Grantor:

Grantor: R. W. Davis Livestock Company

Dated: March 31, 1980

Recorded: June 9, 1980

Entry No.: [812556](#)

Book/Page: 1358 / 621

21. Oil and Gas Lease, and the terms and conditions thereof.

Lessor: First Security Bank of Utah

Lessee: J. W. Bloom

Recorded: September 10, 1980

Entry No.: [819273](#)

Book / Page: 1365 / 1358

Assignment of Oil and Gas Lease:

Recorded: September 10, 1980

Entry No.: [819274](#)

Book/Page: 1365 / 1362

Assignment of Overriding Royalty:

Recorded: August 13, 1980

Entry No.: [836559](#)

Book/Page: 1382 / 1019

22. Covenant and Agreement Securing Installation of Improvements and Roadway, and the terms and conditions thereof.

Recorded: November 24, 1983

Entry No.: [868459](#)

Book / Page: 1413 / 1181

23. Covenant and Agreement Securing Improvement of Roadway, and the terms and conditions thereof.

Recorded: November 24, 1983

Entry No.: [868461](#)

Book / Page: 1413 / 1198

**24. Contract Between Weber Basin Water Conservancy District and Powder Mountain Water and Sewer District, and the terms and conditions thereof.**

Recorded: March 14, 1984

Entry No.: [903939](#)

Book / Page: 1442 / 1715

**25. Easement and Right-of-Way Grant, and the terms and conditions thereof:**

**Grantor: Powder Ridge Village Owners Association, Inc., a Utah non-profit corporation**

**Grantee: Rockwell Development Corporation, a Utah corporation**

Recorded: October 23, 2003

Entry No.: 1985684

**26. Resolution No. 27-2012**

Recorded: December 13, 2012

Entry No.: [2610456](#)

**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.**

**27. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

Recorded: January 27, 2014

Entry No.: [2672941](#)

**Declaration of Covenants, Conditions and Restrictions:**

Recorded: October 1, 2014

Entry No.: [2704954](#)

**Declaration of Covenants, Conditions and Restrictions:**

Recorded: November 25, 2014

Entry No.: [2712001](#)

**Declaration of Covenants, Conditions and Restrictions:**

Recorded: May 21, 2021

Entry No.: [3154959](#)

**Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.**

**28. Notice of Buildable Parcel, including the terms and conditions thereof:**

**Recorded: January 11, 2018**  
**Entry No.: [2899815](#)**

**29. Notice of Buildable Parcel, and the terms and conditions thereof.**

**Recorded: September 6, 2019**  
**Entry No.: [3001470](#)**

**30. Resolution 32-2020**

**Dated: September 29, 2020**  
**Recorded: October 1, 2020**  
**Entry No.: [3089628](#)**

**A Resolution creating an overlay district for municipal-type services to be provided and for the associated taxes to be levied.**

**31. Easement, and the terms and conditions thereof:**

**Grantor: Michael Moyal**  
**Grantee: Weber County**  
**Purpose: To conduct future surveying activities**  
**Recorded: April 21, 2021**  
**Entry No.: [3146362](#)**

**32. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:**

**Recorded: May 6, 2021**  
**Entry No.: [3150478](#)**  
**Book / Page: 90 / 41**

**Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:**

**Recorded: May 6, 2021**  
**Entry No.: [3214756](#)**  
**Book / Page: 92 / 23**

**33. All non-exclusive and exclusive easements and rights of way which affect the Common Area, and which are appurtenant to the subject property, filed of record in the County Recorder's Office.**

**34. Weber County Improvements Guarantee Agreement, including the terms and conditions thereof:**

**Between: Michael Moyal, Trustee**  
**And: Weber County a political subdivision of the State of Utah**  
**Dated: May 4, 2021**  
**Recorded: May 12, 2021**  
**Entry No.: [3152331](#)**

**35. Weber County Improvements Guarantee Agreement, including the terms and conditions thereof:**

**Recorded: May 12, 2021**

**Entry No.: [3152331](#)**

**36. Notice Regarding Water and Sewer Utilities, including the terms and conditions thereof:**

**Recorded: June 9, 2021**

**Entry No.: [3159486](#)**

**37. Notice Regarding Water and Sewer Utilities, including the terms and conditions thereof:**

**Recorded: June 9, 2021**

**Entry No.: [3159490](#)**

**38. Notice Regarding Water and Sewer Utilities, including the terms and conditions thereof:**

**Recorded: June 9, 2021**

**Entry No.: [3159491](#)**

**39. Notice Regarding Water and Sewer Utilities, including the terms and conditions thereof:**

**Recorded: June 9, 2021**

**Entry No.: [3159493](#)**

**40. Notice Regarding Water and Sewer Utilities, including the terms and conditions thereof:**

**Recorded: June 9, 2021**

**Entry No.: [3159495](#)**

**41. Notice Regarding Water and Sewer Utilities, including the terms and conditions thereof:**

**Recorded: June 9, 2021**

**Entry No.: [3159496](#)**

**42. Notice Regarding Water and Sewer Utilities, including the terms and conditions thereof:**

**Recorded: June 9, 2021**

**Entry No.: [3159497](#)**

**43. Subject, but not limited to, items as disclosed by a survey prepared by Landmark Surveying , Inc., by Tyler D. Knight, a Registered Land Surveyor holding License No. 9008384, as Job No. [3731amd2](#).**

**44. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.**

## 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; and
- (g) a counter-signature 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 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>>.



### **Fidelity National Title Insurance Company**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Chicago Title Insurance Company  
601 Riverside Avenue, 12<sup>th</sup> Floor  
Jacksonville, FL 32204

### **Multiple Products or Service**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*





## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.