## **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 Commitment 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.

STEWART TITLE

Countersigned by



Authorized Signature INWEST TITLE SERVICES, INC.

PH: FAX:

## 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 acquires 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/.



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.

## **SCHEDULE A**

Inwest Title Services, Inc. ORDER NUMBER: 204025

**COMMITMENT NUMBER: 204025** 

1. Effective Date: SEPTEMBER 24, 2013 @ 6:00 PM

2. Policy or Policies to be issued:
(a) A.L.T.A. Owner's Policy - (6/17/06)

Proposed Insured

Amount of Insurance

\$
0.00

0.00

Proposed Insured:

ENDORSEMENTS Endorsement Total:\$ 0.00
Premium Total:\$ 0.00

Additional Charges:\$ 200.00

OTHER ENDORSEMENTS:

COMMITMENT ONLY

OTHER SERVICES:

TOTAL: \$

200 00

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:

PARCEL 1:

REID LELAND AND SUZANNA LELAND, HUSBAND AND WIFE AS JOINT TENANTS,

PARCEL 2:

CHRISTOPHER L. HALL AND SHERRIE G. HALL, AS TRUSTEES OF THE CHRISTOPHER L. AND SHERRIE G. HALL FAMILY TRUST UNDER AGREEMENT DATED JULY 31, 2012, AS THEIR INTEREST MAY APPEAR.

5. The land referred to in this commitment is described as follows:

1 & Corps

See Attached Exhibit "A"

PROPERTY KNOWN AS: SEE LEGAL DESCRIPTION

TO: ATTN:

**CUSTOMER REFERENCE NO.:** 

Authorized Counter Signature

**ORDER NUMBER: 204025** 

## **EXHIBIT "A"**

PARCEL 1: (07-089-0021)

ADDRESS: 2600 EAST MELANIE LANE, OGDEN UTAH 84403

PART OF LOT 43, WOODLAND ESTATES SUBDIVISION, UNIT 2, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RECORDED IN BOOK 11, PAGE 100, WEBER COUNTY PLATS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT SOUTH 51°06' EAST 147.0 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 43; THENCE SOUTH 51°06' EAST 112.98 FEET; THENCE SOUTH 7°54'48" EAST 264.18 FEET; THENCE SOUTH 19°05'12" WEST 43.95 FEET TO A POINT ON THE EASTERLY LINE OF MELANIE LANE (50 FEET WIDE); THENCE ALONG THE CURVE OF MELANIE LANE TO THE POINT OF TANGENCY ON THE NORTH RIGHT OF WAY LINE OF SAID MELANIE LANE (THE LONG CHORD BEARS SOUTH 81°23'17" WEST 247.97 FEET); THENCE NORTH 15°38'05" WEST 187.86 FEET; THENCE NORTH 38°53'55" EAST 20.18 FEET; THENCE NORTH 01°43'14" WEST 6.17 FEET; THENCE NORTH 38°36'19" EAST 79.19 FEET; THENCE SOUTH 51°06'05" EAST 4.42 FEET; THENCE NORTH 38°53'55" EAST 192.00 FEET, (PER BOUNDARY AGREEMENT E# 2125162) TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

PARCEL 2: (07-089-0022)

ADDRESS: 2612 EAST WOODLAND DRIVE, OGDEN UTAH 84403

PART OF LOT 43, WOODLAND ESTATES SUBDIVISION - UNIT NO. 2, SITUATED IN THE NORTHEAST QUARTER, SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST, WEBER COUNTY, UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 43; RUNNING THENCE SOUTH 51°06'05" EAST 147 FEET; THENCE SOUTH 38°53'55" WEST 192.00 FEET; THENCE NORTH 51°06'05" WEST 4.42 FEET; THENCE SOUTH 38°53'55" WEST 20.18 FEET (PER BOUNDARY LINE AGREEMENT E# 2125162); THENCE SOUTH 15°38'05" EAST 187.86 FEET TO A POINT OF CURVE OF 183.63 FOOT RADIUS CURVE ON MELANIE LANE; THENCE SOUTH 38°53'55" WEST 35 FEET TO A POINT OF A CURVE; THENCE TO THE RIGHT ALONG THE ARC OF A 20 FOOT RADIUS CURVE 31.42 FEET, THE LONG CHORD OF WHICH BEARS NORTH 85°53'55" WEST 28.28 FEET TO A POINT OF TANGENT; THENCE NORTH 51°06'05" WEST 280 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 43; THENCE NORTH 38°53'55" EAST 460.02 FEET TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

## SCHEDULE B

### Inwest Title Services, Inc.

**ORDER NUMBER: 204025** 

**COMMITMENT NUMBER: 204025** 

## Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(Section 1)

- 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.

#### (Section 2)

## The following matters will be excepted in Schedule B of the policy to be issued:

1. COUNTY PROPERTY TAXES FOR THE CURRENT YEAR ARE NOW PAYABLE AND DUE NO LATER THAN NOVEMBER 30, 2013.

AMOUNT DUE:

\$3,313,10

SERIAL NO.:

07-089-0021

STATUS:

DUE

(AFFECTS PARCEL 1)

AMOUNT DUE:

\$2,450.08

SERIAL NO .:

07-089-0022

STATUS:

DUE

(AFFECTS PARCEL 2)

THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES

AND/OR ASSESSMENTS LEVIED THEREBY:

DISTRICT(S): WEBER COUNTY GENERAL FUND

DISTRICT(S): WEBER COUNTY G. O. BOND FUND

DISTRICT(S): LIBRARY

DISTRICT(S): WEBER SCHOOL DISTRICT

DISTRICT(S): STATEWIDE SCHOOL BASIC LEVY

DISTRICT(S): MOSQUITO ABATEMENT DISTRICT

DISTRICT(S): WEBER BASIN WATER-GENERAL

DISTRICT(S): UINTAH HIGHLANDS IMPROVEMENT

DISTRICT(S): CENTRAL WEBER SEWER DISTRICT

DISTRICT(S): WEBER/MORGAN HEALTH

DISTRICT(S): JUDGEMENT LEVY- W.C.

DISTRICT(S): PARAMEDIC FUND

DISTRICT(S): WEBER FIRE DISTRICT

DISTRICT(S): ASSESS & COLLECT/STATE

DISTRICT(S): ASSESS & COLLECT/ COUNTY

DISTRICT(S): UNINCORP WEBER COUNTY

DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY

DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE

DISTRICT(S): WEBER FIRE G.O. BOND-2006

(Continued)

## CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 204025

**COMMITMENT NUMBER: 204025** 

3. RESOLUTION 27-2012

RECORDED:

**DECEMBER 13, 2012** 

ENTRY NO.:

2610456

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. TOGETHER WITH ANY ASSESSMENTS OR

CHARGES LEVIED THEREBY.

- 4. 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.
- 5. NOTES, SETBACK LINES, CONDITIONS, RESTRICTIONS, EASEMENTS, REQUIREMENTS, STIPULATIONS AND ALL MATTERS AS SET FORTH ON THE RECORDED DEDICATION PLAT.
- 6. PUBLIC UTILITY EASEMENTS TOGETHER WITH INCIDENTAL RIGHTS THERETO, AS DELINEATED ON OWNERS DEDICATION PLAT FOR WOODLAND ESTATES SUBDIVISION, UNIT 2.
- 7. PUBLIC UTILITY EASEMENTS INCLUDING BUT NOT LIMITED TO UTILITY LINES, CABLE LINES, STREET LIGHTS, OVERHEAD POWER LINES AND THEIR SUPPORTING STRUCTURES LOCATED OVER AND ACROSS THE PROPERTY, AS DISCLOSED BY A VISUAL INSPECTION OF THE SUBJECT PROPERTY.

8. EASEMENT

RECORDED:

**OCTOBER 23, 1985** 

ENTRY NO: BOOK/PAGE: 950956 1477/2547

IN FAVOR OF:

THOMAS P. FUGIEL AND BARBARA L. FUGIEL

PURPOSE:

THE RIGHT TO CONNECT TO THE EXISTING WEBER BASIN WATERLINE LOCATED UPON SAID

PREMISES, AND THEREAFTER TO MAINTAIN AN EASEMENT 10 FEET IN WIDTH FOR THE

CONSTRUCTION, RECONSTRUCTION, OPERATION AND MAINTENANCE OF A PIPELINE TO SERVICE

THE REMAINING PROPERTY OF SAID GRANTOR ABUTTING ON THE EAST.

9. ACKNOWLEDGMENT AND AGREEMENT

DATED:

MARCH 21, 1991 MARCH 26, 1991

RECORDED:

1134969

ENTRY NO: BOOK/PAGE:

1596/1119

BETWEEN:

RUTH A. FEENY AND WILLIAM K. SKORDOS AND SUSAN P. SKORDOS

10. TERMS, PROVISIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS, AND LIENS PROVIDED IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS", RECORDED: JANUARY 27, 1959, AS ENTRY NO. 307346, IN BOOK 602, AT PAGE 33, TOGETHER WITH AMENDMENTS THERETO, BUT OMITTING ANY COVENANT CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (a) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (b) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

AMENDED JULY 8, 2002 AS ENTRY NO. 1859755 IN BOOK 2244 AT PAGE 2536

AMENDED AUGUST 16, 2004 AS ENTRY NO. 2050494

(Continued)

# CONTINUATION SHEET SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 204025

**COMMITMENT NUMBER: 204025** 

11. NOTICE OF BOUNDARY AGREEMENT

DATED:

SEPTEMBER 13, 2004

RECORDED:

SEPTEMBER 17, 2004

ENTRY NO .:

2057087

\*SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN.

ALSO RECORDED SEPTEMBER 17, 2004 AS ENTRY NO. 2057088

12. THE EFFECT OF THAT CERTAIN BOUNDARY LINE AGREEMENT

DATED:

MARCH 8, 2005

RECORDED:

APRIL 21, 2005

ENTRY NO.:

2098087

BETWEEN:

CHRISTOPHER AND SHERRIE HALL AND DARRELL AND KATHLEEN WOODS

ALSO RECORDED APRIL 21, 2005 AS ENTRY NO. 2098088 AND RECORDED AUGUST 26, 2005 AS ENTRY NO. 2125162

13. TRUST DEED

DATED:

SEPTEMBER 20, 2012

RECORDED:

**SEPTEMBER 26, 2012** 

ENTRY NO:

2597605 \$385,000.00

AMOUNT: EXECUTED BY:

REID LELAND AND SUZANNA LELAND

TRUSTEE:

AMERICAN PREFERRED TITLE INSURANCE

BENEFICIARY:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR STEARNS LENDING,

INC

(AFFECTS PARCEL 1)

14. NOTE: NO EXISTING DEED OF TRUST OR MORTGAGE APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN. (AFFECTS PARCEL 2)

## SCHEDULE C

## Inwest Title Services, Inc.

**ORDER NUMBER: 204025** 

**COMMITMENT NUMBER: 204025** 

### The following requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, 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.
- 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.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

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 judgement in any court of proper jurisdiction.

- 5. IN THE EVENT THE COMPANY IS REQUESTED TO INSURE A TRANSACTION INVOLVING THE SUBJECT PROPERTY, THE COMPANY AND/OR ITS UNDERWRITER RESERVES THE RIGHT TO ADD EXCEPTIONS AND/OR REQUIREMENTS UPON RECEIPT OF INFORMATION DEFINING SAID TRANSACTION.
- 6. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

LELAND REID SUZANNA REID CHRISTOPHER L. HALL SHERRIE G. HALL CHRISTOPHER L. AND SHERRIE H. HALL FAMILY TRUST KATHLEEN SUE WOODS H. DARRELL WOODS

7. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

TYPE:

WARRANTY DEED

RECORDED:

AUGUST 6, 2012

ENTRY NO .:

2589132

(AFFECTS PARCEL 2)

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc.

## **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 non public 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 Stewart Title Guaranty Company, Stewart Title Insurance Company, Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc..

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 marketing 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.