

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

STEWART TITLE GUARANTY COMPANY

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 policy form 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 hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

[Handwritten signature]

stewart
title guaranty company

Authorized Countersignature

[Handwritten signature]

Matt Morris
President and CEO

Phillips-Hansen Land Title Company, Inc.
Company Name

Brigham City, UT
City, State



[Handwritten signature]

Denise Carraux
Secretary

**PHILLIPS - HANSEN
LAND TITLE COMPANY**
32 SOUTH MAIN STREET
BRIGHAM CITY, UTAH 84302-2591
1-435-723-6806

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Deliver to: WEBER COUNTY PLANNING & ZONING
Attn: SHAUN
Address:

Tel: Fax:

Schedule A

Order Number: PH 13818

STEWART COMMITMENT

1. **Effective Date:** September 3, 2013 at 8:00 AM

2. Policy or Policies to be issued:	Amount of Insurance	Premium Amount
(a) A.L.T.A. Owner's Proposed Insured	\$ 0.00	\$ 0.00
(b) A.L.T.A. Mortgagee's Proposed Insured:	\$ 0.00	\$ 0.00

ENDORSEMENTS :

Total: \$ 0.00
Premium Total: \$ 0.00
Additional Charges: \$ 0.00

OTHER ENDORSEMENTS:
OTHER SERVICES:

\$
\$

TOTAL: \$ TBD

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 & EASEMENT A: WILLIAM C. STORY and DIXIE R. STORY, husband and wife as joint tenants with full rights of survivorship and not as tenants in common
EASEMENT B: MARK A. FERRIN and CHERYL R. FERRIN

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

22-022-0075, 22-022-0077, 22-102-0003, 22-022-0097

See Attached Exhibit "A"

PROPERTY KNOWN AS: NOT AVAILABLE



Authorized Countersignature

EXHIBIT "A"

PARCEL 1: 22-022-0075

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 LOCATED SOUTH 89°19'49" EAST 1629.24 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND SOUTH 00°00'00" EAST 906.38 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE SOUTH 73°56'54" EAST 469.94 FEET TO THE WEST BOUNDARY LINE OF LOT 3, NIPKO ESTATES; THENCE ALONG THE BOUNDARY LINE OF SAID NIPKO ESTATES THE FOLLOWING TWO (2) COURSES: (1) SOUTH 05°17'19" EAST 222.25 FEET; AND (2) SOUTH 89°19'50" EAST 174.52 FEET TO THE WEST BOUNDARY LINE OF THE LANCE QUINN PROPERTY; THENCE CONTINUING ALONG THE NORTH BOUNDARY LINE OF SAID QUINN PROPERTY SOUTH 89°19'50" EAST 44.74 FEET; THENCE SOUTH 16°39'04" WEST 57.35 FEET TO THE WEST BOUNDARY LINE OF SAID QUINN PROPERTY; THENCE SOUTH 27°02'00" EAST 447.87 FEET (SOUTH 27°40'26" WEST BY RECORD) ALONG SAID WEST BOUNDARY LINE; THENCE SOUTH 14°46'46" WEST 83.00 FEET TO THE NORTHERLY BOUNDARY LINE OF THE BRENT STORY PROPERTY, ENTRY NO. 2044575 AS RECORDED IN THE FILES OF THE WEBER COUNTY RECORDERS OFFICE; THENCE SOUTH 45°37'00" WEST (SOUTH 45° WEST BY RECORD) 233.61 FEET ALONG THE WEST BOUNDARY LINE OF SAID STORY PROPERTY; THENCE NORTH 49°45'45" WEST 932.43 FEET TO THE EAST BOUNDARY LINE OF THE KATHLEEN WEBB PROPERTY, ENTRY NO. 2625101 AS RECORDED IN THE FILES OF THE WEBER COUNTY RECORDERS OFFICE, BEING AN EXISTING FENCE LINE; THENCE NORTH 02°44'05" EAST (NORTH 01°31' EAST BY RECORD) 449.54 FEET ALONG SAID EAST BOUNDARY LINE TO THE POINT OF BEGINNING.

EASEMENT A: 22-022-0077

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°19'49" EAST 1406.32 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND SOUTH 00°00'00" EAST 2002.08 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE NORTH 44°20'46" EAST 256.74 FEET; THENCE NORTH 02°44'05" EAST 215.50 FEET; THENCE NORTH 52°22'52" EAST 199.21 FEET; THENCE SOUTH 49°45'45" EAST 30.69 FEET; THENCE SOUTH 52°22'52" WEST 191.79 FEET; THENCE SOUTH 02°44'05" WEST 213.02 FEET; THENCE SOUTH 44°20'46" 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°09'13" WEST 30.26 FEET, HAVING A CENTRAL ANGLE OF 00°35'54" TO THE POINT OF BEGINNING.

EASEMENT B: 22-102-0003

A PART OF THE NORTH HALF OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, NIPKO ESTATES, WEBER COUNTY, UTAH SURVEY, BEING ENTRY NO. 1059991 AS RECORDED IN THE FILES OF THE WEBER COUNTY RECORDERS OFFICE, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF RIVER DRIVE; RUNNING THENCE NORTH 89°19'50" WEST 621.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 05°17'19" WEST 30.16 FEET ALONG THE WEST BOUNDARY LINE OF SAID LOT 3; THENCE SOUTH 89°19'50" EAST 606.73 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 3 BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID RIVER DRIVE; THENCE SOUTH 30°43'58" EAST 35.15 FEET ALONG SAID EAST BOUNDARY LINE TO THE POINT OF BEGINNING.

AS PER A HANSEN & ASSOCIATES, INC. SURVEY DATED 4/03/13, JOB NO. 12-3-145.

Schedule B

Order Number: PH 13818

Commitment Number:

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the company.

(SECTION-1)

1. Defects, liens, encumbrances, adverse claims of other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments of any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights of claims of parties in possession, and not of record in the public records; liens for labor, services or material or claim to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any adverse claim based upon the assertion that
 - a. Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof.
 - b. the boundary of the land has been affected by a change in the course or water level of a navigable river or lake.
 - c. the land is subject to water rights, claims or title to water, and to any governmental regulation pertaining to wetlands.

(Section-2)

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

1. Taxes for the year 2013 are a lien, not yet due.
Taxes for the year 2012 have been paid in the amount of \$92.50. Tax Serial No. 22-022-0075.
Taxes for the year 2012 have been paid in the amount of \$1,663.86. Tax Serial No. 22-022-0077.
Taxes for the year 2012 have been paid in the amount of \$3,398.92. Tax Serial No. 22-102-0003.
Taxes for the year 2012 have been paid in the amount of \$2,805.93. Tax Serial No. 22-022-0097.
2. Said property is within the boundaries of Weber County, and is subject to any charges and assessments levied thereunder. None of which are now assessed.
3. Subject to the meanderings of the North fork of the Ogden River and the rights of others for the use thereof.
4. Subject to Ordinance No. 12-81 creating and establishing a County Service Area for the purpose of providing essential fire protection services to property and persons in the unincorporated area of the County, as recorded December 22, 1981, as Entry No. 849262, in Book 1394, at Page 1772 of Official Records.
5. Subject to Ordinance No. 16-82 recorded September 9, 1982, as Entry No. 863830, in Book 1409, at Page 150 of Official Records.
6. Subject to Resolution No. 31-94 recorded September 7, 1994, as Entry No. 1310614, in Book 1729, at Page 2666 of Official Records.
7. Subject to Resolution No. 18-96 creating and establishing the Ogden Valley Natural Gas Improvement District, as recorded April 12, 1996, as Entry No. 1399404, in Book 1801, at Page 295 of Official Records.
8. Subject to Resolution No. 25-96 creating and establishing the Ogden Valley Natural Gas Improvement District, as recorded June 18, 1996, as Entry No. 1413086, in Book 1811, at Page 2786 of Official Records.

(Continued)

Schedule B

Order Number: PH 13818

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9. Subject to Resolution No. 23-2005 creating and establishing a Special Service District throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District" as recorded January 24, 2006, as Entry No. 2156401, at Page 1 of 5 of Official Records.
10. Subject to Resolution No. 27-2012 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, as recorded December 13, 2012, as Entry No. 2610456, at Page 1 of 2 of Official Records.
11. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for agricultural use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded February 27, 1996, as Entry No. 1390063, in Book 1793, at Page 1212, of Official Records.
12. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for agricultural use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded January 2, 1998, as Entry No. 1513394, in Book 1900, at Page 842, of Official Records.
13. EASEMENTS AND CONDITIONS CONTAINED THEREIN: (Affects Easement B)

Grantor: THOMAS L. CLARKE, Trustee and EDNA S. CLARKE, Trustee, Trustees of the Edna S. Clarke Family Trust

Grantee: WOLF CREEK IRRIGATION COMPANY

Location: THAT PORTION OF A TEN-FOOT-WIDE PERMANENT EASEMENT FOR IRRIGATION LINES AND RELATED FACILITIES, FIVE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.
BEGINNING ON THE NORTH LINE OF HIGHWAY 162 AT A POINT SOUTH 3,640.66 FEET AND WEST 5,557.84 FEET FROM THE NORTHEAST CORNER OF SECTION 27; TOWNSHIP 7 NORTH, RANGE 1 EAST SLB&M (BASIS OF BEARING: NORTH 89°09'42" WEST FROM SAID CORNER TO THE NORTH QUARTER CORNER OF SECTION 27); THENCE AS FOLLOWS:
NORTH 00°27'33" EAST 1107.31 FEET TO AN EXISTING FENCE.
TOGETHER WITH A FIFTY-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT WHICH IS CONTIGUOUS TO SAID PERMANENT EASEMENT. SAID CONSTRUCTION EASEMENT TO AUTOMATICALLY TERMINATE UPON APPROVED IRRIGATION LINE CONSTRUCTION. WOLF CREEK IRRIGATION COMPANY OR THEIR CONTRACTOR AGREES TO RESTORE THE EXITING GROUND SURFACE WITHIN THE CONSTRUCTION ZONE TO THE NATURAL SLOPE AND PROFILE EXISTING PRIOR TO CONSTRUCTION.

Purpose: An easement and right-of-way for certain irrigation lines and related facilities, over, under, and through the location described above.
Grantors hereby agree that Wolf Creek Irrigation Company or their contractor shall have the right to ingress and egress from the property above described for the purpose of constructing, maintaining, and repairing said irrigation lines and related facilities to be located on the above described property.

Dated: October 21, 1999

Recorded: November 10, 1999

Entry No.: 1673373

Book/Page: 2043/1086

(Continued)

Schedule B

Order Number: PH 13818

Commitment Number:

14. EASEMENTS AND CONDITIONS CONTAINED THEREIN: (Affects Easement B)

Grantor: GREGORY R. CLARKE, Trustee of the Edna s. Clarke Family Trust
Grantee: WOLF CREEK IRRIGATION COMPANY
Location: THAT PORTION OF A TEN-FOOT-WIDE PERMANENT EASEMENT FOR IRRIGATION LINES AND RELATED FACILITIES, FIVE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.
BEGINNING ON THE NORTH LINE OF HIGHWAY 162 AT A POINT SOUTH 3,640.66 FEET AND WEST 5,557.84 FEET FROM THE NORTHEAST CORNER OF SECTION 27; TOWNSHIP 7 NORTH, RANGE 1 EAST, SLB&M (BASIS OF BEARING: NORTH 89°09'42" WEST FROM SAID CORNER TO THE NORTH QUARTER CORNER OF SECTION 27); THENCE AS FOLLOWS:
NORTH 00°27'33" EAST 1107.31 FEET TO AN EXISTING FENCE.
TOGETHER WITH A FIFTY-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT WHICH IS CONTIGUOUS TO SAID PERMANENT EASEMENT. SAID CONSTRUCTION EASEMENT TO AUTOMATICALLY TERMINATE UPON APPROVED IRRIGATION LINE CONSTRUCTION. WOLF CREEK IRRIGATION COMPANY OR THEIR CONTRACTOR AGREES TO RESTORE THE EXITING GROUND SURFACE WITHIN THE CONSTRUCTION ZONE TO THE NATURAL SLOPE AND PROFILE EXISTING PRIOR TO CONSTRUCTION.
Purpose: An easement and right-of-way for certain irrigation lines and related facilities, over, under, and through the location described above.
Grantor hereby agrees that Wolf Creek Irrigation Company or their contractor shall have the right to ingress and egress from the property above described for the purpose of constructing, maintaining, and repairing said irrigation lines and related facilities to be located on the above described property.
Dated: October 25, 1999
Recorded: November 10, 1999
Entry No.: 1673377
Book/Page: 2043/1095

15. TRUST DEED (Affects Easement A)

Dated: January 5, 1998
Amount: \$125,000.00
Trustor: WILLIAM C STORY and DIXIE R STORY, husband and wife
Trustee: ASSOCIATED TITLE CO-S. OGDEN, a Utah corporation
Beneficiary: WASHINGTON MUTUAL BANK
Recorded: January 9, 1998
Entry No.: 1514585
Book: 1901
Page: 689

16. TRUST DEED (Affects Easement A)

Dated: January 15, 2002
Amount: \$60,395.84
Trustor: WILLIAM C. STORY
Trustee: AMERICA FIRST CREDIT UNION
Beneficiary: AMERICA FIRST CREDIT UNION
Recorded: January 22, 2002
Entry No.: 1821966
Book: 2203
Page: 797

(Continued)

Schedule B

Order Number: PH 13818

Commitment Number:

17. TRUST DEED (Affects Easement A)

Dated: Not available
Amount: \$180,000.00
Trustor: WILLIAM C. STORY and DIXIE R. STORY
Trustee: WASHINGTON MUTUAL BANK, fsb, and its successors in trust and assigns
Beneficiary: WASHINGTON MUTUAL BANK, fsb, a federal association, and its successors or assigns
Recorded: December 15, 2004
Entry No.: 2074121
Page: 1 of 7

18. TRUST DEED (Affects Easement A)

Dated: March 27, 2007
Amount: \$50,000.00
Trustor: WILLIAM C. STORY and DIXIE R. STORY
Trustee: AMERICA FIRST FEDERAL CREDIT UNION
Beneficiary: AMERICA FIRST FEDERAL CREDIT UNION
Recorded: March 29, 2007
Entry No.: 2252424
Page: 1 of 3

19. TRUST DEED (Affects Easement B)

Dated: September 26, 2012
Amount: \$213,800.00
Trustor: MARK A. FERRIN
Trustee: AMERICA FIRST FEDERAL CREDIT UNION
Beneficiary: AMERICA FIRST FEDERAL CREDIT UNION
Recorded: October 1, 2012
Entry No.: 2598456
Page: 1 of 6

20. TRUST DEED

Dated: November 17, 1998
Amount: \$111,900.00
Trustor: CASEY QUINN and LANCE QUINN, husband and wife as joint tenants
Trustee: ASSOCIATED TITLE COMPANY, a Utah corporation
Beneficiary: WASHINGTON MUTUAL BANK
Recorded: November 23, 1998
Entry No.: 1591748
Book: 1973
Page: 343

Schedule B-1

Order Number: PH 13818

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable.

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. Recordation of a Full Reconveyance of Trust Deed(s) as set out in Schedule B, Section 2, Item(s) 15-20 of this report. Title company requires a copy of the payoff check with account number on check. (as to Easements only)
6. Recordation of a Warranty Deed from WILLIAM C. STORY and DIXIE R. STORY vesting fee simple in SPENCER FERRIN and HEATHER FERRIN, husband and wife. (Lot 1 and Easement A)
7. Recordation of a Warranty Deed from MARK A. FERRIN and CHERYL R. FERRIN vesting fee simple in SPENCER FERRIN and HEATHER FERRIN, husband and wife. (Easement B)

NOTE: The following names have been checked for judgments:

SPENCER FERRIN
HEATHER FERRIN
MARK A. FERRIN
CHERYL R. FERRIN
WILLIAM CHARLES STORY
DIXIE R. STORY
LANCE QUINN
CASEY QUINN

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: EXCEPTIONS 1-4 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, thence following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

NOTICE TO APPLICANT: If you require copies of any documents identified in this commitment for title insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT: the land described in this Commitment may be serviced by services provided by Cities, Towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are evidence in the Public Records. The applicant should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM 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 (PRELIMINARY REPORT) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

This Commitment is subject to a \$200.00 Cancellation Fee. Said Cancellation Fee will be credited to Policy amount.

PHILLIPS-HANSEN LAND TITLE COMPANY Commitment-1999
Schedule B-2

Please make any inquires for Title questions to Bruce Evans, Phone No. (435) 723-6806.

STG Privacy Notice 2 (Rev 01-26-09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES the PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of PHILLIPS-HANSEN LAND TITLE COMPANY and its affiliates STEWART TITLE GUARANTY COMPANY, pursuant to Title V of the GRAMM-LEACH-BLILEY ACT (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY, need to share customers' personal information to run their everyday business--to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DO WE SHARE	CAN YOU LIMIT THIS SHARING
For our everyday business purposes to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	YES	NO
For our marketing purposes --to offer our products and services to you.	YES	NO
For joint marketing with other financial companies	NO	WE DON'T SHARE
For our affiliates' everyday business purposes --information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	YES	NO
For our affiliates' everyday business purposes --information about your creditworthiness	NO	WE DON'T SHARE
For our affiliates' to market to you	YES	NO
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies	NO	WE DON'T SHARE

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures include computer, file, and building safeguards.
How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY collect my personal information?	We collect your personal information, for example, when you .request insurance-related services . provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
CONTACT US	If you have any questions about this privacy notice, please contact us at 435 723 6806

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.
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 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.

