

# COMMITMENT

**File Number:** 31467SE

## COMMITMENT FOR TITLE INSURANCE

PREPARED BY:

**American Preferred Title Insurance Agency, LLC**

5711 South 1475 East, #120

South Ogden, UT 84403

Phone: 801-475-6900

Fax: 801-475-6906

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### Property Information:

NONE ASSIGNED

WEST WARREN, UT 84404

### LENDER

,,  
Phone:  
Fax:

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### LISTING AGENT

ATTN:

,  
Phone:  
Fax:

### SELLING AGENT

ATTN:

,  
Phone:  
Fax:

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### BORROWER/BUYER:

RONALD C. BITTON  
JENNIFER W. BITTON

### SELLER:

DONALD L. WILLSON (TRUSTEE)  
JOANNE WEST WILLSON (TRUSTEE)  
WILLSON FAMILY TRUST

**If you have any questions or concerns please contact your escrow officer:  
Sandy Espinoza  
801-475-6900**

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

# COMMITMENT

## Schedule A

State: UT

County: **WEBER**

Agent # :  
SANDY ESPINOZA

Order #:  
31467SE

Effective Date & Time:  
December 13, 2013 at 8:00 AM

Reinsurance #:

1. **Policy or Policies to be issued:**

(a) **Alta Owners Policy** \$ TBD \$ TBD

**Proposed Insured:**

RONALD C. BITTON and JENNIFER W. BITTON

(b) **Alta Extended Loan Policy** \$ TBD \$ TBD

**Proposed Insured:**

TO BE DETERMINED

(c) **Endorsements** \$ TBD

TOTAL \$ TBD

2. The estate or interest in the land described or referred to in the Commitment and covered herein is:

**FEE SIMPLE**

and is at the effective date hereof vested in:

**DONALD L. WILLSON and JOANNE WEST WILLSON, as Trustees of The  
WILLSON FAMILY TRUST, dated August 30, 2006**

3. The land is described as follows:

**See Attached Exhibit "A"**

**Property Address:** NONE ASSIGNED, REESE, UT, 84404

Issued By: American Preferred Title Insurance Agency



Countersigned Authorized Signatory

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

# COMMITMENT

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Exhibit A

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER, THENCE EAST TO THE NORTH QUARTER CORNER, THENCE SOUTH TO THE CENTER OF SAID SECTION 26, THENCE WEST 2573.99 FEET, TO PROPERTY CONVEYED TO WEBER COUNTY, THENCE NORTH 1537.70 FEET, THENCE SOUTH 88°26'18" EAST 435.60 FEET, THENCE NORTH 0°30'42" EAST 216.7 FEET, THENCE EAST 145.2 FEET, THENCE NORTH 150 FEET, THENCE SOUTH 88°57' WEST 580 FEET, THENCE NORTH 463.80 FEET, THENCE WEST 66 FEET, THENCE NORTH 338.5 FEET TO THE POINT OF BEGINNING. (PARCEL NO. 10-047-0007)

# COMMITMENT

## Schedule B - Section 1 Requirements

Order #:  
31467SE

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.

Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$200.00.

Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

Additional Requirements

# COMMITMENT

## Schedule B - Section 2 Exceptions

Order #:  
31467SE

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:

- I. Rights or claims of parties in possession not shown by the Public Records.
- II. Easements or claims of easements not shown by the Public Records.
- III. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
- IV. 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.
- V. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- VI. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
- VII. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
- VIII. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

**Note:** Upon verification of payment of all taxes the above exception VI will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."

**NOTE:** The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

# COMMITMENT

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SCHEDULE B-Section 2  
Exceptions  
(Continued)

1. Taxes for the year 2014 are not yet due and payable. Taxes for the year 2013 have been paid in the amount of \$1,387.48. Tax Serial No. 10-047-0007.
2. Said property is within the boundaries of WEBER County, REESE City, Tax District 303, and is subject to any charges and assessments levied there under.
3. Said property is located within the boundaries of Weber Basin Water Conservancy District, and West Warren-Warren Water Improvement District, and Weber County Fire Protection Service Area No. 4, West Warren Park Service Area, Weber County Service Area No. 6, Weber Area Dispatch 911 & Emergency Services District and West Warren Park and is subject to the charges and assessments levied thereunder.
4. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
5. Easements for public utilities and drainage as shown on plat.
6. All notes as described on plat.
7. Subject to any portion lying within the bounds of ANY PUBLIC ROADWAY.
8. Subject to exceptions and reservations contained in patents from the United States, and together with 1/2 of all oil and minerals rights, the other 1/2 being retained for the benefit of the Grantor's herein as described in that certain WARRANTY DEED, recorded JULY 20, 1959 as Entry No. 317602 in Book 617 at Page 641 of Official Records.
9. Subject to effects of that certain Oil and Gas Lease dated FEBRUARY 27, 1981, recorded MARCH 9, 1981 as Entry No. 831515 in Book 1377, Page 1477 of Official Records, for a term of undisclosed years and so long thereafter as oil and gas are produced in paying quantities, upon the terms, conditions and covenants therein provided, executed by CLEA BENCH, as Lessor, and SUN, INC., as Lessee.

Subject to effects of that certain ORDER in the Matter of the Estates of Richard John Urry and Pearl White Urry wherein it references the above Oil and Gas Lease, recorded MAY 19, 1981 as Entry No. 836076 in Book 1382 at Page 191 of Official Records.

10. An Ordinance No. 12-81 creating and establishing a county service area; describing and establishing the boundaries of said service area; setting forth the types of service or services to be provided in the area; providing that the payment for services shall be by a property tax or a service charge or a combination thereof; appointing the initial board of trustees and prescribing other details in connection therewith, recorded DECEMBER 22, 1981 as Entry No. 849262 in Book 1394 at Page 1772 of Official Records.
11. Subject to effects of that certain DECREE OF DISTRIBUTION in the matter of the Estate of EUGENE D. SMITH, Deceased, recorded MAY 7, 1987 as Entry No. 1010126 in Book 1561 at Page 1093 of Official Records.

(Continued)

# COMMITMENT

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SCHEDULE B-Section 2  
Exceptions  
(Continued)

12. TRUST DEED:

Trustor: PAUL BRADLEY WILLSON AND JAMI GAY WILLSON  
Trustee: DALE R. KENT, ESQ  
Beneficiary: UTAH STATE CREDIT UNION  
Amount: \$25,000.00  
Dated: JULY 17, 1987  
Recorded: JULY 22, 1987  
Entry No. 1019318  
Book: 1522  
Page: 1356

(THE LEGAL DESCRIPTION ATTACHED TO SAID TRUST DEED OVERLAPS INTO SUBJECT PROPERTY LEGAL DESCRIPTION)

13. DEED OF TRUST NON-ASSUMPTION AGREEMENT by and between UTAH STATE CREDIT UNION and PAUL BRADLEY WILLSON AND JAMI GAY WILLSON recorded JULY 22, 1987 as Entry No. 1019319 in Book 1522 at Page 1357, records of WEBER County, Utah. (THE LEGAL DESCRIPTION ATTACHED TO THE ABOVE DOCUMENT OVERLAPS INTO SUBJECT PROPERTY LEGAL DESCRIPTION)
14. An Ordinance No. 23-93 ESTABLISHING THE WEST WARREN PARK SERVICE AREA, recorded DECEMBER 17, 1993 as Entry No. 1264028 in Book 1694 at Page 2050 of Official Records.
15. An Ordinance No. 17-94 CHANGING THE NUMERICAL DESIGNATION OF THE WEST WARREN PARK SERVICE AREA, recorded NOVEMBER 25, 1994 as Entry No. 1322791 in Book 1739 at Page 432 of Official Records.
16. A Resolution No. 23-2005 of the Board of County Commissioners of Weber County 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", recorded JANUARY 24, 2006 as Entry No. 2156401 of Official Records.
17. The effect of the 1969 Farmland Assessment Act, wherein there is a five year roll-back provision with regard to Assessment and taxation which becomes due upon a change in the use of all or part of eligible land, by reason of that certain Annual Application for Assessment and Taxation of Agricultural Land recorded NOVEMBER 27, 2006, as Entry No. 2224229, Records of WEBER County, Utah.
18. A Resolution No. 27-2012 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 as Entry No. 2610456 of Official Records.

(Continued)

# COMMITMENT

File No. 31467SE

SCHEDULE B-Section 2  
Exceptions  
(Continued)

19. Subject to effects of that certain Judgment filed:

Court: SECOND District, OGDEN Division  
Case No: 060904085  
Entered: DECEMBER 28, 2011 AND AMENDED APRIL 26, 2012  
Defendant: JAY SCOTT WILLSON, DONLEE B WILLSON, GARRY M OSBORN AND GABRIEL E. JESSOP  
Plaintiff: DONALD L WILLSON, JO ANNE W WILLSON, MARK ALAN WILLSON, PAUL BRADLEY WILLSON AND JENNIFER WILLSON BITTON

A Notice of Lis Pendens on an action in the SECOND District Court as Case No. 060904085 in and for WEBER County, said Lis Pendens being dated JULY 25, 2006, recorded JULY 25, 2006 as Entry No. 2195557, records of WEBER County, Utah.

A Notice of Lis Pendens on an action in the SECOND District Court as Case No. 060904085 in and for WEBER County, said Lis Pendens being dated JUNE 1, 2010, recorded JUNE 1, 2010 as Entry No. 2475224, records of WEBER County, Utah.



# COMMITMENT

NOTE: The following names have been checked for judgments:

DONALD L. WILLSON, TRUSTEE  
JOANNE WEST WILLSON, TRUSTEE  
WILLSON FAMILY TRUST  
RONALD C. BITTON  
JENNIFER W. BITTON

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

## Chain of Title

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

<u>Document Name</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Recording Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
NONE						

**NOTE:** The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

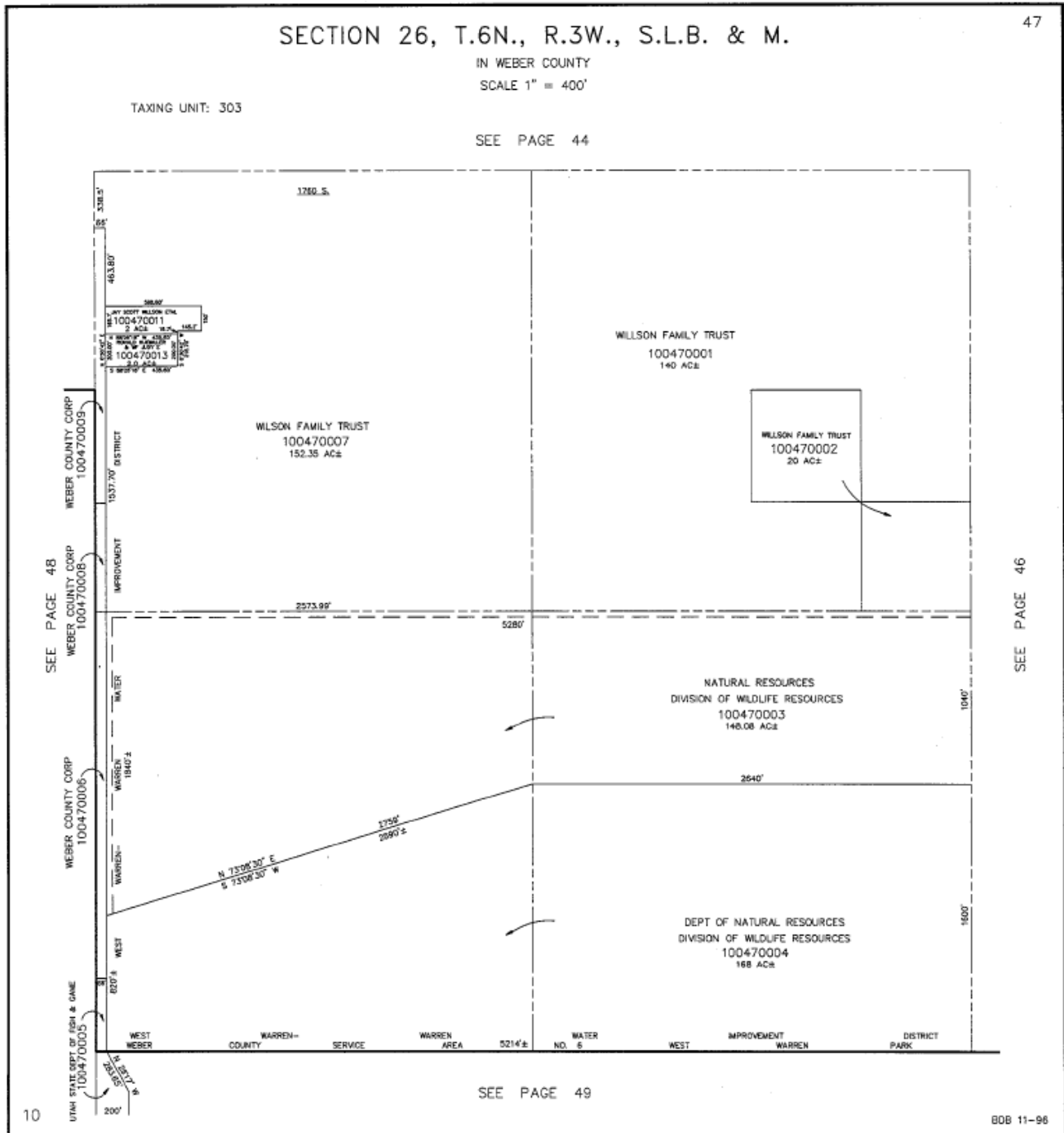
**Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration 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..**

**In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.**

Please make any inquiries for Title questions to (801) 475-6900.

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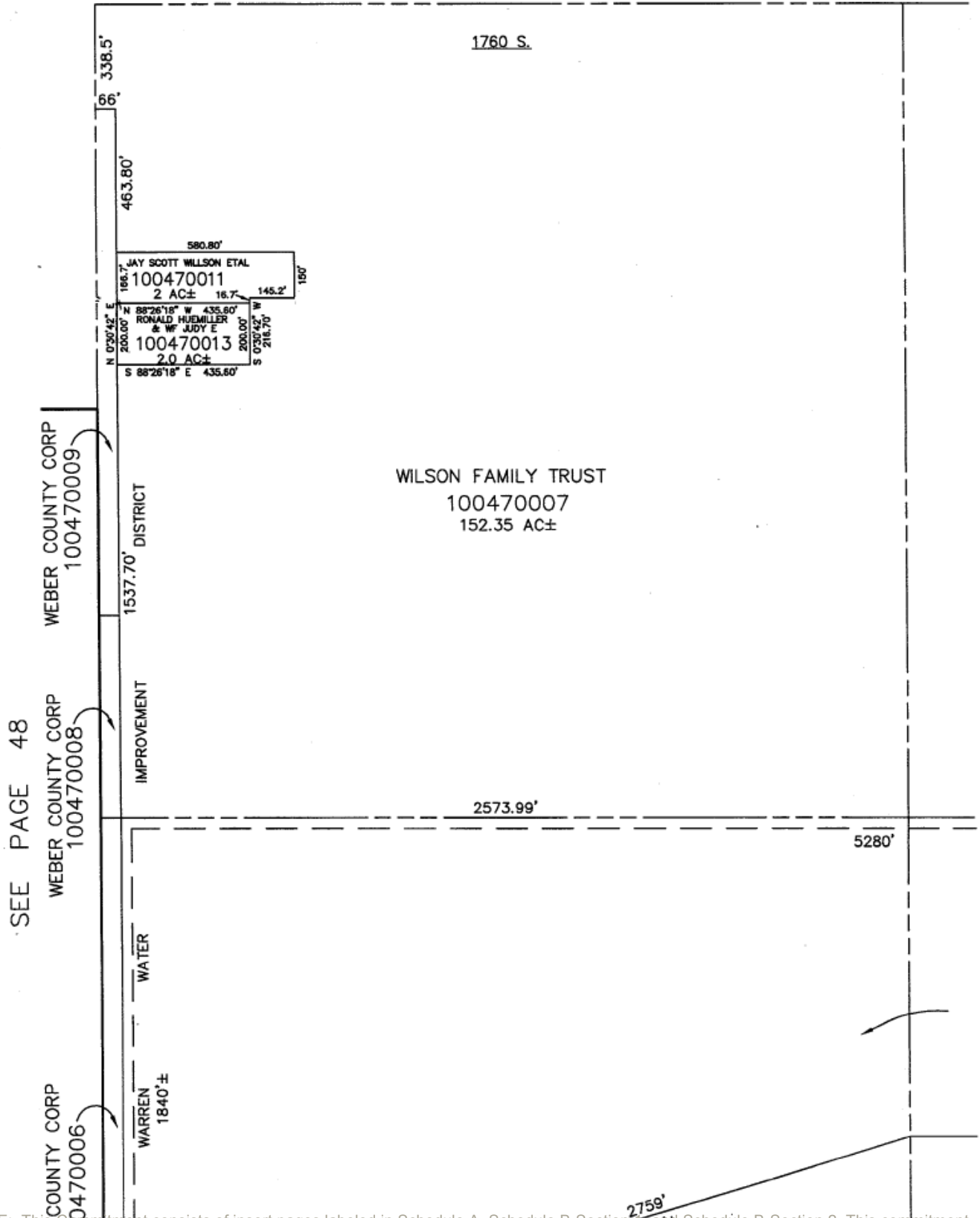
# COMMITMENT



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# COMMITMENT

SEE PAGE



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# COMMITMENT



ALTA Commitment Form (6-17-06)

## COMMITMENT FOR TITLE INSURANCE

ISSUED BY

### WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California 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 (6) 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.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

American Preferred Title Insurance Agency  
5711 South 1475 East, Suite 120  
South Ogden, UT 84403



By:

*Mary O'Donnell*

President

Attest:

*Patricia H. Power*

Secretary

# COMMITMENT

## 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 Westcor or Old Republic and American Preferred Title .

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 affiliate 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 company with federal regulations to guard your nonpublic personal information.