



2225 Washington Blvd., Ste. 110, Ogden, UT 84401  
PHONE: (801) 479-4699 | FAX: (801) 479-7417

## ALTA Commitment for Title Insurance

issued by  
Old Republic National Title Insurance Company

File No: 039875

July 28, 2023

RE: REPORT FOR INFORMATIONAL PURPOSES ONLY. NOT  
A COMMITMENT TO INSURE. ANY RELIANCE ON THE  
INFORMATION CONTAINED HEREIN IS AT YOUR OWN RISK

Attention:

Phone: Fax:

### 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, Old Republic National Title  
Insurance Company, (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  
Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6  
months after the Commitment Date, this Commitment terminates and the  
Company's liability and obligation end.

*If this jacket was created electronically, it constitutes an original document*

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

 President

Attest

 Secretary



Lance Jensen, Vice President  
Lincoln Title  
Authorized Countersignature





## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "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.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of 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;
- (f) Schedule B, Part II-Exceptions.

### 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 is not 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 is not 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.

*This page is only a part of a 2021 ALTA® Commitment for 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.*






- (c) The Company is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - (e) The Company is not liable for the content of the Transaction Identification Data, if any.
  - (f) The Company is not 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) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- (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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - (c) 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.
  - (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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.]

*This page is only a part of a 2021 ALTA® Commitment for 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.*



	<b>Commitment for Title Insurance</b>
	<small>ISSUED BY</small> <b>Old Republic National Title Insurance Company</b>
<b>Schedule A</b>	<b>File No: 039875</b>

**Escrow/Closing inquiries** should be directed to your Escrow Officer: **Eric K. Iverson** via email **eiverson@lincolntitle.net** or at (801)479-4699.

1. Commitment Date: **June 26, 2023 at 7:30 AM**

2. Policy (or Policies) to be issued: POLICY AMOUNT PREMIUM

Proposed Insured: **REPORT FOR INFORMATIONAL PURPOSES ONLY. NOT A COMMITMENT TO INSURE. ANY RELIANCE ON THE INFORMATION CONTAINED HEREIN IS AT YOUR OWN RISK**

Proposed Insured:

Proposed Borrower: **REPORT FOR INFORMATIONAL PURPOSES ONLY. NOT A COMMITMENT TO INSURE. ANY RELIANCE ON THE INFORMATION CONTAINED HEREIN IS AT YOUR OWN RISK**

(c) Endorsements:

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in

**HOWARD L. MCARTHUR AND DANIELLE J. MCARTHUR, HUSBAND AND WIFE AS JOINT TENANTS**

*This page is only a part of a 2021 ALTA® Commitment for 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.*





5. The Land is described as follows:

**PARCEL 1:**

LOT 1, D. VANDERKOOI ACRES, WEBER COUNTY, UTAH, according to the official plat thereof.

**PARCEL 2:**


LOT 2, D. VANDERKOOI ACRES, WEBER COUNTY, UTAH, according to the official plat thereof.

**PARCEL 2A: A 15 FOOT WIDE PRIVATE INGRESS/EGRESS EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89°17'54" WEST ALONG SECTION LINE 656.27 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32 AND SOUTH 00°51'41" WEST 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 2550 SOUTH STREET SAID POINT ALSO BEING LOCATED ON AN EXISTING FENCE LINE AND RUNNING THENCE: SOUTH 89°17'54" EAST 15.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 00°51'41" WEST 290.40 FEET; THENCE NORTH 89°17'54" WEST 15.00 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 00°51'41" EAST ALONG SAID EXISTING FENCE 290.40 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE DEDICATION PLAT OF D. VANDERKOOI ACRES RECORDED JUNE 25, 2009 AS ENTRY NO. 2420281 IN BOOK 70 OF PLATS, PAGE 16, RECORDS OF WEBER COUNTY, UTAH.**

Property Address: 4387 and 4363 West 2550 South, Ogden, UT 84401

*This page is only a part of a 2021 ALTA® Commitment for 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.*



	<b>Commitment for Title Insurance</b>
	<small>ISSUED BY</small> <b>Old Republic National Title Insurance Company</b>
<b>Schedule BI</b>	<b>File No: 039875</b>

### 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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

*This page is only a part of a 2021 ALTA® Commitment for 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.*





	<b>Commitment for Title Insurance</b>
	<small>ISSUED BY</small> <b>Old Republic National Title Insurance Company</b>
<b>Schedule BII</b>	<b>File No: 039875</b>

### SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in 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 Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in 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.

*Standard Exceptions 1-7 will be omitted on extended coverage loan policy*

This page is only a part of a 2021 ALTA® Commitment for 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.





8. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2022 taxes were paid in the amount of \$1,690.13. Serial No. 15-493-0001.
9. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2022 taxes were paid in the amount of \$2,779.14. Serial No. 15-493-0002.
10. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), Central Weber Sewer Improvement District, Weber County Fire Protection Service Area No. 4, Western Weber Park District and the Weber Area Dispatch 911 and Emergency Services District, and is subject to the charges and assessments levied thereunder.
11. Notice of Creation of the Northern Utah Environmental Resource Agency, and the terms and conditions thereof, and any charges and/or assessments levied thereunder, recorded January 20, 2015 as Entry No. 2718461, records of Weber County, Utah.
12. 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, recorded December 13, 2012 as Entry No. 2610456, records of Weber County, Utah.
13. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
14. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for use of said rights.
15. An Agreement by and between the State of Utah, acting through the Board of Water Resources and the Wilson Irrigation Company, for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah, recorded May 17, 1996, as Entry No. 1406857, in Book 1806, at Page 2976, records of Weber County, Utah.  
  
An Easement to use distribution system in favor of the State of Utah, acting through the Board of Water Resources, for and in consideration of that certain agreement shown above, to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the Wilson Irrigation Company, recorded May 17, 1996, as Entry No. 1406858, in Book 1806, at Page 2985, records of Weber County, Utah.
16. Subject to easements, building setback lines, restriction, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
17. A 15 FOOT WIDE PRIVATE INGRESS/EGRESS EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89°17'54" WEST ALONG SECTION LINE 656.27 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32 AND SOUTH 00°51'41" WEST 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 2550 SOUTH STREET SAID POINT ALSO BEING LOCATED ON AN EXISTING FENCE LINE AND RUNNING THENCE: SOUTH 89°17'54" EAST 15.00 FEET

*This page is only a part of a 2021 ALTA® Commitment for 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.*



ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 00°51'41" WEST 290.40 FEET; THENCE NORTH 89°17'54" WEST 15.00 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 00°51'41" EAST ALONG SAID EXISTING FENCE 290.40 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE DEDICATION PLAT OF D. VANDERKOOI ACRES RECORDED JUNE 25, 2009 AS ENTRY NO. 2420281 IN BOOK 70 OF PLATS, PAGE 16, RECORDS OF WEBER COUNTY, UTAH. (AFFECTS LOT 1)

18. NOTE: No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

\*\*\*\*\*

NOTE: Judgments have been checked against the following names. If any judgments were found they are listed herein:

Howard L. McArthur and Danielle J. McArthur

#### 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 commitment, except as follows:

Document Name:	Recording Date:	Entry No.	Book:	Page:
NONE				

Title inquiries should be directed to Lance Jensen at (801) 479-4699.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

*This page is only a part of a 2021 ALTA® Commitment for 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.*



