



PRO-TITLE & ESCROW, INC.

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101 North University Avenue, Provo, Utah 84601 Phone (801) 375-0026 Fax (801)375-0046

Commitment for Title Insurance prepared for:

Property address: Parcel 1: 308 North 400 East, Payson, UT 84651 Parcel 2: 451 East 300 North, Payson, UT 84651 Parcel 3: 376 North 400 East, Payson, UT 84651
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Requested by	Owner/Borrower
Owner For Sale By Owner	Cristie M. Peterson and Brett Christensen and Rebecca Christensen and Jeffrey C. McBeth, Trustee and Judy A. McBeth, Trustee and McBeth Family Trust

Here is some information we thought might be helpful:

Your order has been assigned our file number: 37973-T.

Lauriza Olson was the title examiner and can answer your questions about the contents of this commitment. After the documents are recorded, Garrett can help you with your final policy and billing. They are both located in our Provo Office and can be reached at (801) 375-0026.

Thank you for placing your order with us. We look forward to working with you so please feel free to call us if you have any questions.

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

  
Authorized Countersignature

Pro-Title and Escrow, Inc.  
Company Name

Provo, Utah  
City, State



  
Frederick H. Eppinger  
President and CEO

  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 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; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 37973-T

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## COMMITMENT CONDITIONS

### I. 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.

### II. 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.

### III. 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; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### IV. 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.

### V. 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.

*This page is only a part of a 2016 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; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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- (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.

#### **VI. 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.

#### **VII. 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.

#### **VIII. 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.

#### **IX. 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>.

## **STEWART TITLE GUARANTY COMPANY**

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 77252-2029.

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Transaction Identification Data for reference only:

Pro-Title File Number: 37973-T

Property Address: Parcel 1: 308 North 400 East, Payson, UT 84651

Parcel 2: 451 East 300 North, Payson, UT 84651

Parcel 3: 376 North 400 East, Payson, UT 84651

## SCHEDULE A

1. Commitment date: July 14, 2021 @ 7:30 a.m.

2. Policy or Policies to be issued: Amount of Insurance

A. ALTA Owner's Policy

Proposed Insured:

B. ALTA Loan Policy (2006)

Proposed Insured:

### C. ENDORSEMENTS

3. The estate or interest in the Land described or referred to in this commitment is:

Fee Simple

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

Parcel 1: Cristie M. Peterson

Parcel 2: Brett Christensen and Rebecca Christensen

Parcel 3: Jeffrey C. McBeth and Judy A. McBeth, Trustees of the McBeth Family Trust dated December 6th, 2016 and to the Successor Trustees of said Trust

5. The Land is described as follows:

See Attached Exhibit "A"



## EXHIBIT "A"

Parcel 1: Beginning at the Southwest corner of Block 55, Plat "A", PAYSON CITY SURVEY OF BUILDING LOTS; thence East 3.665 chains; thence North 1.50 chains; thence West 3.665 chains; thence South 1.50 chains to the place of beginning.

LESS AND EXCEPTING a parcel of land beginning at the Southeast corner of Lot 3, Block 55, Plat "A", PAYSON CITY SURVEY OF BUILDING LOTS, according to the official plat thereof on file in the office of the Utah County Recorder's Office; and running thence North 99.00 feet along the lot line: thence West 110.00 feet; thence South 99.00 feet to the South line of said Lot 3; thence East 110.0 feet along said lot line to the point of beginning.  
(Tax Serial No. 08:047:0025)

Parcel 2: Commencing at the Southeast corner of Lot 2, Block 55, Plat "A", PAYSON CITY SURVEY OF BUILDING LOTS, according to the official plat thereof on file in the office of the Utah County Recorders Office; thence West 123.75 feet to the Southwest corner of said Lot 2; thence West 110 feet; thence North 99 feet; thence East 110 feet; thence North 165 feet to the Northwest corner of said Lot 2; thence East 123.75 feet to the Northeast corner of said Lot 2; thence South 264 feet to the point of beginning.

TOGETHER WITH any portion deeded by way of a Boundary Line Agreement recorded August 30, 2012, as Entry No. 74000:2012 in the Utah County Recorder's Office, also described as follows:

### Parcel 1: East Parcel

Beginning at a point in an existing fence, which point lies North 6.09 feet along the East line of the Block from the Southeast corner of Lot 8, Block 55, Plat A, PAYSON CITY SURVEY OF BUILDING LOTS; and running thence North 127.81 feet along the East line of said Block 55 to an existing Boundary Line Agreement (Entry No. 70924:2009); thence West 90.00 feet along said Boundary Line Agreement; thence South 3.52 feet; thence West 35.00 feet; thence South 124.85 feet to an existing fence; thence North 89° 44' 43" East 125.00 feet along said fence to the point of beginning.

### Parcel 2: West Parcel

Beginning at the Southwest corner of Lot 5, Block 55, Plat A, PAYSON CITY SURVEY OF BUILDING LOT; and running thence East 247.50 feet to the Southeast corner of said Lot 5; thence South 5.20 feet to an existing fence line; thence North 89° 44' 43" East 122.50 feet along an said fence line; thence North 124.85 feet; thence West 36.04 feet; thence North 1.62 feet; thence West 86.46 feet to the East line of said Lot 5; thence North 1.94 feet to the Northeast corner of said Lot 5; thence West 247.50 feet to the Northwest corner of said Lot 5; thence South 123.75 feet along the West line of said Lot 5 to the point of beginning.  
(Tax Serial No. 08:047:0029)

Parcel 3: Beginning at the Southwest corner of Lot 5, Block 55, Plat "A", PAYSON CITY SURVEY OF BUILDING LOTS and running thence East 247.50 feet to the Southeast corner of said Lot 5; thence South 5.20 feet to an existing fence line; thence North 89° 44' 43" East 122.50 feet along said fence line; thence North 124.85 feet; thence West 36.04 feet; thence North 1.62 feet; thence West 86.46 feet to the East line of said lot 5; thence North 1.94 feet to the Northeast corner of said Lot 5; thence West 247.50 feet to the Northwest corner of said lot 5; thence South 123.75 feet along the West line of said Lot 5 to the point of beginning.  
(Tax Serial No. 08:047:0031)

## SCHEDULE B, PART I

### Requirements

All of the following Requirements are to 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.
8. Affidavit as to Debts and Liens executed and delivered to the Company.
9. Gap Indemnity executed and delivered to the Company.

## 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. 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.
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.
8. Parcel 1: Taxes for the year 2020 are paid in the amount of \$ 1,514.92. Taxes for the year 2021 are not yet due and payable but are a lien. Tax Serial No. 08:047:0025.

Parcel 2: Taxes for the year 2020 are paid in the amount of \$ 2,050.10. Taxes for the year 2021 are not yet due and payable but are a lien. Tax Serial No. 08:047:0029.

(Continued)



## SCHEDULE B, PART II (Exceptions Continued)

Parcel 3: Taxes for the year 2020 are paid in the amount of \$ 1,629.09. Taxes for the year 2021 are not yet due and payable but are a lien. Tax Serial No. 08:047:0031.

9. Revolving Credit Deed of Trust in the amount of \$16,000.00, dated August 4, 2009, executed in favor of Central Bank as Lender, by Cristie M. Peterson as Borrower, with Central Bank as Trustee, recorded on August 5, 2009 as Entry No. 85392:2009 in the Utah County Recorder's Office. (Parcel 1)

Note: The herein-above mentioned deed of trust secures a revolving line of credit. The Company requires signed authorization from Trustor(s) closing said line of credit.

10. Trust Deed in the amount of \$ 21,714.00, executed in favor of Utah Valley Consortium of Cities and County as Beneficiary, by Cristie M. Peterson as Trustor, with Fidelity Land & Title Company as Trustee, recorded on October 26, 2009 as Entry No. 111786:2009 in the Utah County Recorder's Office. (Parcel 1)
11. Revolving Credit Deed of Trust in the amount of \$23,000.00, dated June 15, 2010, executed in favor of Central Bank as Lender, by Cristie M. Peterson as Borrower, with Central Bank as Trustee, recorded on June 17, 2010 as Entry No. 50371:2010 in the Utah County Recorder's Office. (Parcel 1)

Note: The herein-above mentioned deed of trust secures a revolving line of credit. The Company requires signed authorization from Trustor(s) closing said line of credit.

12. Deed of Trust in the amount of \$257,600.00, dated September 19, 2017, executed in favor of Central Bank as Lender, by Brett Christensen and Rebecca Christensen, husband and wife, as joint tenants as Borrower, with Central Bank as Trustee, recorded on September 25, 2017 as Entry No. 94094:2017 in the Utah County Recorder's Office. (Parcel 2)
13. Deed of Trust in the amount of \$72,500.00, dated April 13, 2018, executed in favor of Nebo Credit Union as Lender, by Brett Christensen as Borrower, with Pro-Title and Escrow, Inc. as Trustee, recorded on April 19, 2018 as Entry No. 36483:2018 in the Utah County Recorder's Office. (Parcel 2)

(Continued)

## SCHEDULE B, PART II (Exceptions Continued)

14. Home Equity Line of Credit Deed of Trust in the amount of \$ 100,000.00 executed in favor of Mountain America Federal Credit Union as Lender, by Jeffrey C. McBeth and Judy A. McBeth, Trustees of the McBeth Family Trust dated December 6th, 2016 and to the Successor Trustees of said Trust, C/O Trustees Jeffrey C. McBeth and Judy A. McBeth, as amended and restated as Borrower, with Mountain American Federal Credit Union as Trustee, recorded on January 16, 2019 as Entry No. 4352:2019 in the Utah County Recorder's Office. (Parcel 3)

Note: The herein-above mentioned deed of trust secures a revolving line of credit. The Company requires signed authorization from Trustor(s) closing said line of credit.

15. Boundary Line Agreement dated August 10, 2012, by and between Jeffrey C. McBeth and Judy A. McBeth, Trustees and joint tenants as Party of the First Part and Michael Eva and Brett Christensen & Rebecca Christensen as Party of the Second Part, recorded on August 30, 2012 as Entry No. 74000:2012 in the Utah County Recorder's Office.
16. Any adverse claim based upon the assertion that: (a) some portion of said land is tide or submerged land or has been created by artificial means or has accreted to such portion so created; (b) some portion of said land has been brought within the boundaries thereof by an avulsive movement of Peteetneet Creek or has been formed by accretion to any such portion.
17. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to lands comprising the shores or beds of navigable or perennial streams, rivers or lakes.
18. Rights of way or easements for any roads, ditches, canals or utility lines now existing over, under or across the land.
19. 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.
20. Water rights, claims or title to water, whether or not the matters are shown by the public records.

(Continued)

## SCHEDULE B, PART II (Exceptions Continued)

21. Any charge upon the land by reason of its inclusion in the Utah Valley Dispatch Special Service District as disclosed in that certain Resolution No. 2008-126 recorded on September 30, 2008 as Entry No. 107508:2008 in the Utah County Recorder's Office.
22. Any charge upon the land by reason of its inclusion in the South Utah Valley Electric Service District as disclosed in that certain Quit Claim Deed recorded on January 14, 2015 as Entry No. 3187:2015 in the Utah County Recorder's Office.
23. Any charges or assessments levied upon the land by reason of its inclusion within the boundaries of Payson City and its service districts.
24. The following names have been checked for judgments, state tax liens, federal tax liens, and bankruptcies:  
  
Cristie M. Peterson and Brett Christensen and Rebecca Christensen and Jeffrey C. McBeth, Trustee and Judy A. McBeth, Trustee and McBeth Family Trust

No judgments, tax liens, or bankruptcies were found unless disclosed herein.

(a) Decree of Divorce, and any subsequent modifications, between Robert E. Peterson and Christie M. Peterson, filed on March 9, 2006 in Case No. 054401565 in the Clerk's office in the Fourth District Court, Provo Department, County of Utah, State of Utah.

### Chain of Title

The following list represents the conveyances of the subject land within the last 24 months:

None of record.

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.

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This Commitment 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 the Company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

\*\*\*

A Cancellation Fee of \$200.00 has been assessed for this report. In the event this transaction does not close within a reasonable time period (not to exceed 6 months), this cancellation fee shall be immediately due and payable. Said fee shall be applied as a credit toward the premium to be charged on any title policy issued in connection with this commitment within 6 months of the date of this commitment.

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If you have title inquiries or you require additional copies of this commitment or copies of any documents identified in this commitment, the Company will furnish the same upon specific request. For inquiries please contact Garrett Wilson at (801) 375-0026.

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The map attached or included, if any, may or may not be a survey of the land depicted hereon. Stewart Title Guaranty and Pro-Title and Escrow, Inc. expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

\*\*\*

NOTICE TO APPLICANT: The land herein may be serviced by cities, improvement district, or utility companies that provide municipal type service for water, sewer, electricity or other services that do not result in a lien, but for which service may be terminated in the event of non-payment of service charges to date or transfer fees. The Company assumes no liability for these charges or fees, you are urged to make investigation into such matters.

Thank you for your business. We look forward to serving you again!

# PRO-TITLE & ESCROW, INC.

## PRIVACY POLICY NOTICE

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### 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 nonpublic 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 Pro-Title & Escrow, 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 nonaffiliated companies that perform services on our behalf.

**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.