



PAID

12/8/21 CK1009

Conceptual Toquerville City
Preliminary Site Plan Review Application
\$250 Application Fee



Name: SETTLER JUNCTION RV Telephone: 12.8.21

Owner(s) Name: LANSE CHOUENOS Telephone: [REDACTED]

Address: 3853 S. QUARRY RIDGE DR. Fax No. _____

Agent (If applicable): _____ Agent's Phone: _____

Email: [REDACTED]

Address/Location of Subject Property: _____

Tax ID of Subject Property: T-3-0-27-432 & 342 Zone District: AC

Proposed Use: (Describe, use extra sheet if necessary) _____

This application shall be accompanied by the following:

- ☒ 1. A vicinity map showing the general location of the project;
- ☐ 2. Three (3) copies of a site plan showing:
 - ☒ Topography showing 2' contours, identification of 30% or greater slopes,
 - ☒ The layout of proposed uses,
 - ☒ Location of open space when applicable,
 - ☒ Proposed access to the property and traffic circulation patterns,
 - ☐ Adjoining properties and uses,
 - ☐ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any;
- ☐ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities;
- ☒ 4. Tables showing the number of acres in the proposed development and a land use summary;
- ☒ 5. A phased development plan if applicable; and
- ☒ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property.

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date for submissions.

Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

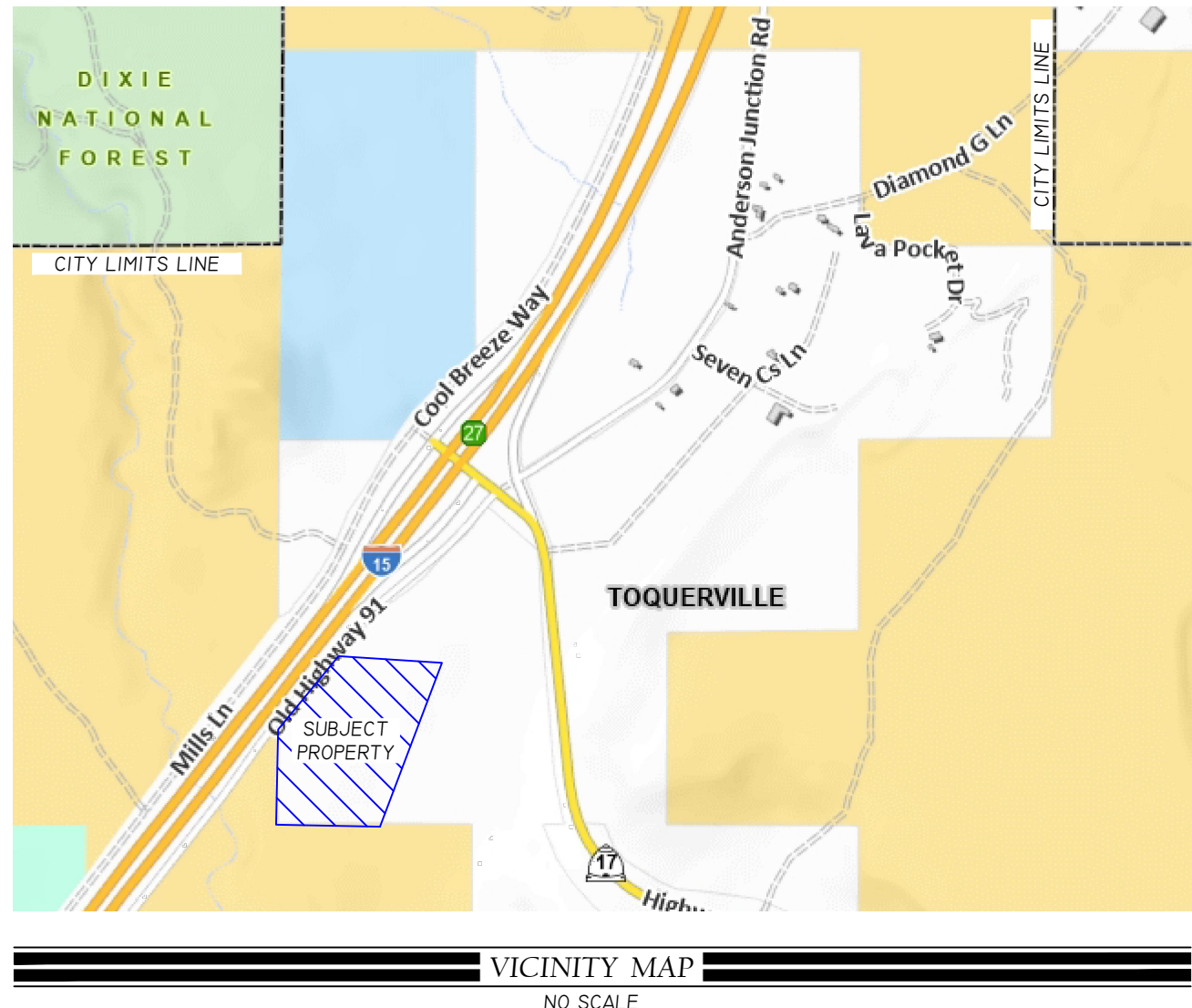
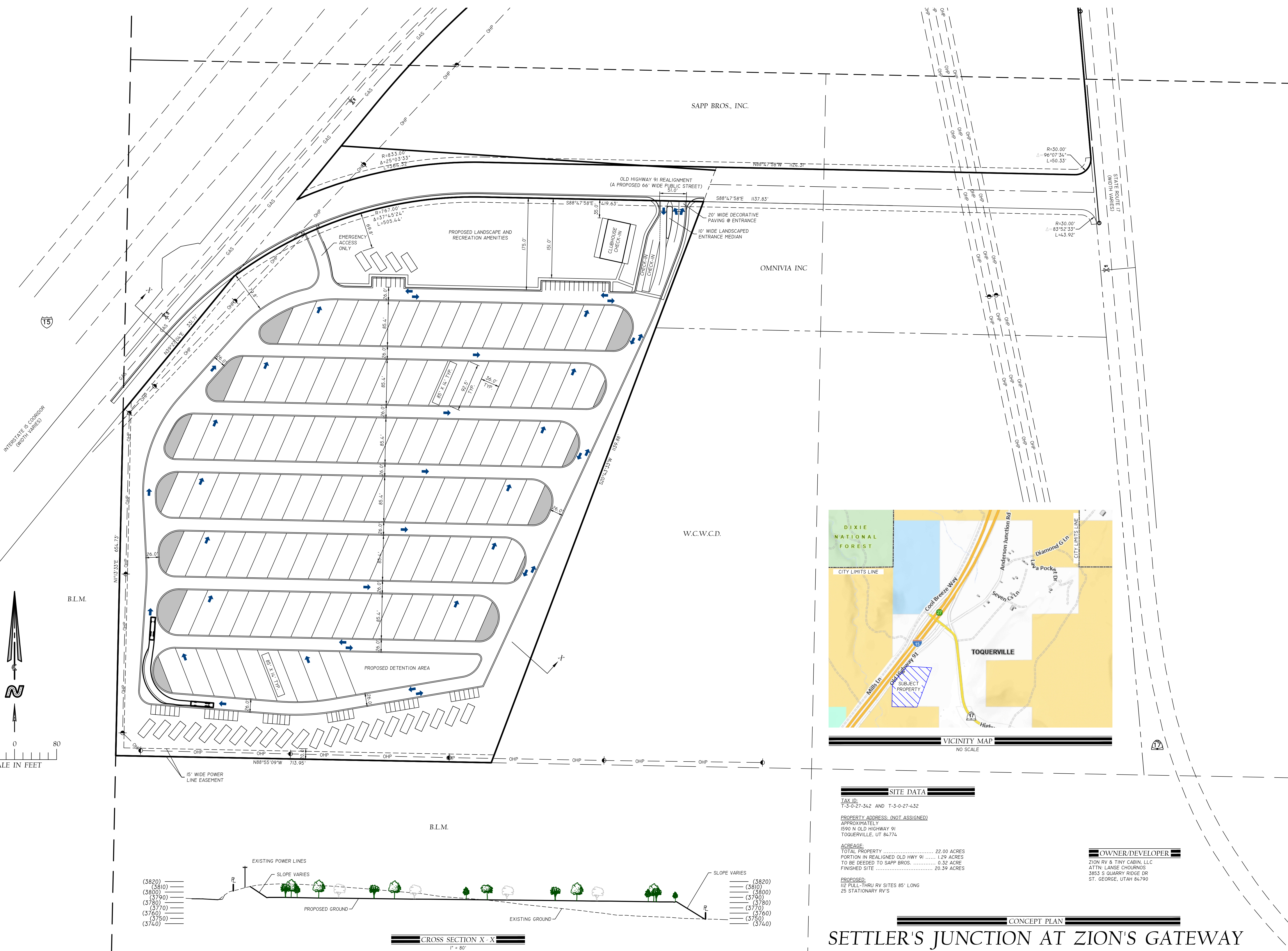
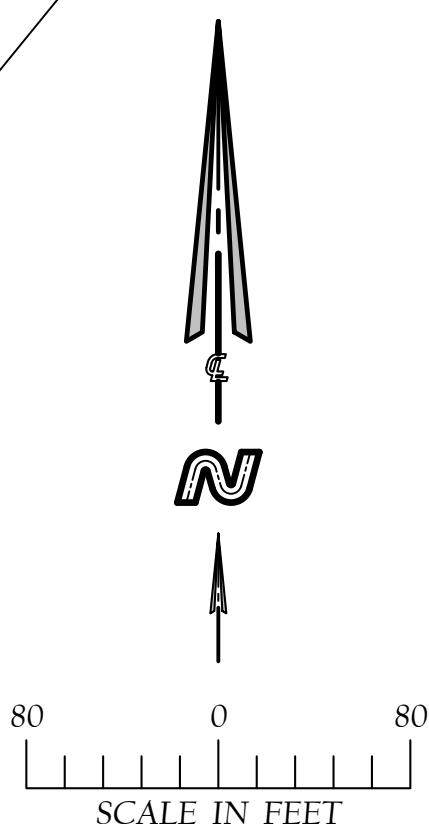
(Office Use Only)

DATE RECEIVED: 12.1.2021 RECEIVED BY: R. EVANS

DATE APPLICATION DEEMED TO BE COMPLETE: _____

COMPLETION DETERMINATION MADE BY: _____

Signature



SITE DATA

TAX ID:
T-3-0-27-342 AND T-3-0-27-432

PROPERTY ADDRESS: (NOT ASSIGNED)
APPROXIMATELY
1590 N OLD HIGHWAY 91
TOQUERVILLE, UT 84774

ACREAGE:
TOTAL PROPERTY 22.00 ACRES
PORTION IN REALIGNED OLD HWY 91 1.29 ACRES
TO BE DEEDED TO SAPP BROS. 0.32 ACRE
FINISHED SITE 20.39 ACRES

PROPOSED:
112 FULL-THRU RV SITES 85' LONG
25 STATIONARY RV'S

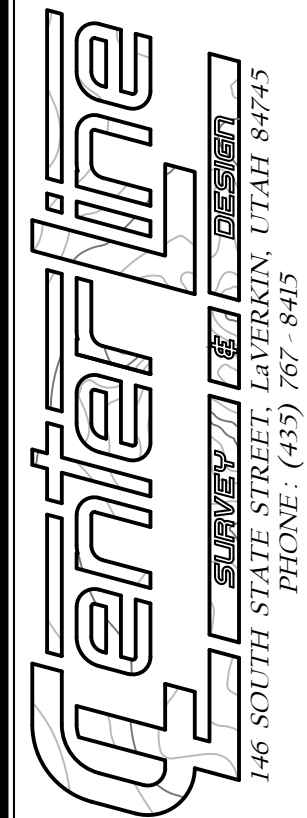
OWNER/DEVELOPER

ZION RV & TINY CABIN, LLC
ATTN: JAMSE CHOURNOS
3853 S QUARRY RIDGE DR
ST. GEORGE, UTAH 84790

SETTLER'S JUNCTION AT ZION'S GATEWAY
CITY OF TOQUERVILLE, COUNTY OF WASHINGTON, STATE OF UTAH

REVISIONS

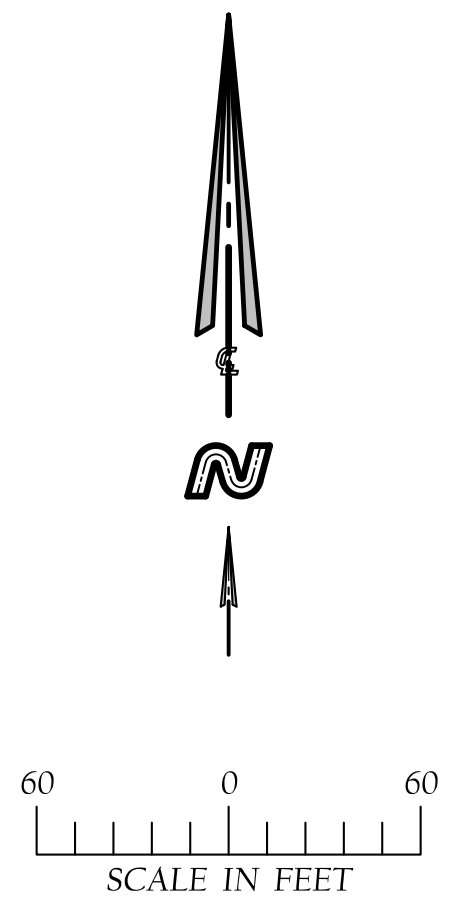
NO.	DATE	APPROVED BY	REMARKS



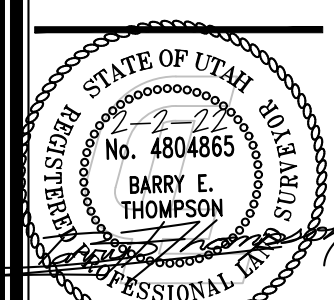
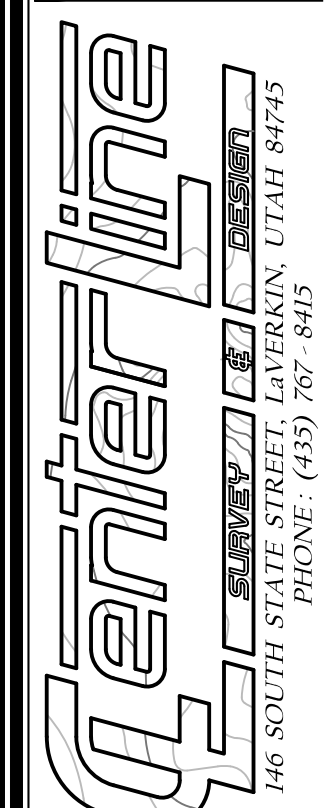
JOB # (CLIENT #)
2111-0143 (1057)
FILE NAME:
STLRSJCT2 CNCPTL3

CONCEPT PLAN 1 (SITE 2)
SETTLER'S JUNCTION AT ZION'S GATEWAY
FOR
ZION RV & TINY CABIN, LLC
LOCATED IN THE SW/4 SEC 27, T-3S, R-13W, S18&M
TOQUERVILLE, UTAH

DATE
FEBRUARY 2, 2022
SCALE:
1" = 80'
SHEET
1



REVISIONS					
				DATE	APPROVED BY:



JOB # (CLIENT #):
2111-0143 (1057)
FILE NAME:
STLRS JCT2 PRESITL3

PRELIMINARY SITE PLAN
FOR
ZION RV & TINY CABIN, LLC
LOCATED IN THE SW/4 SEC 27, T.40.S., R.13.W., S.8&M
TOQUERVILLE, UTAH

DATE:
FEBRUARY 2, 2022

SCALE:
 $1'' = 80'$

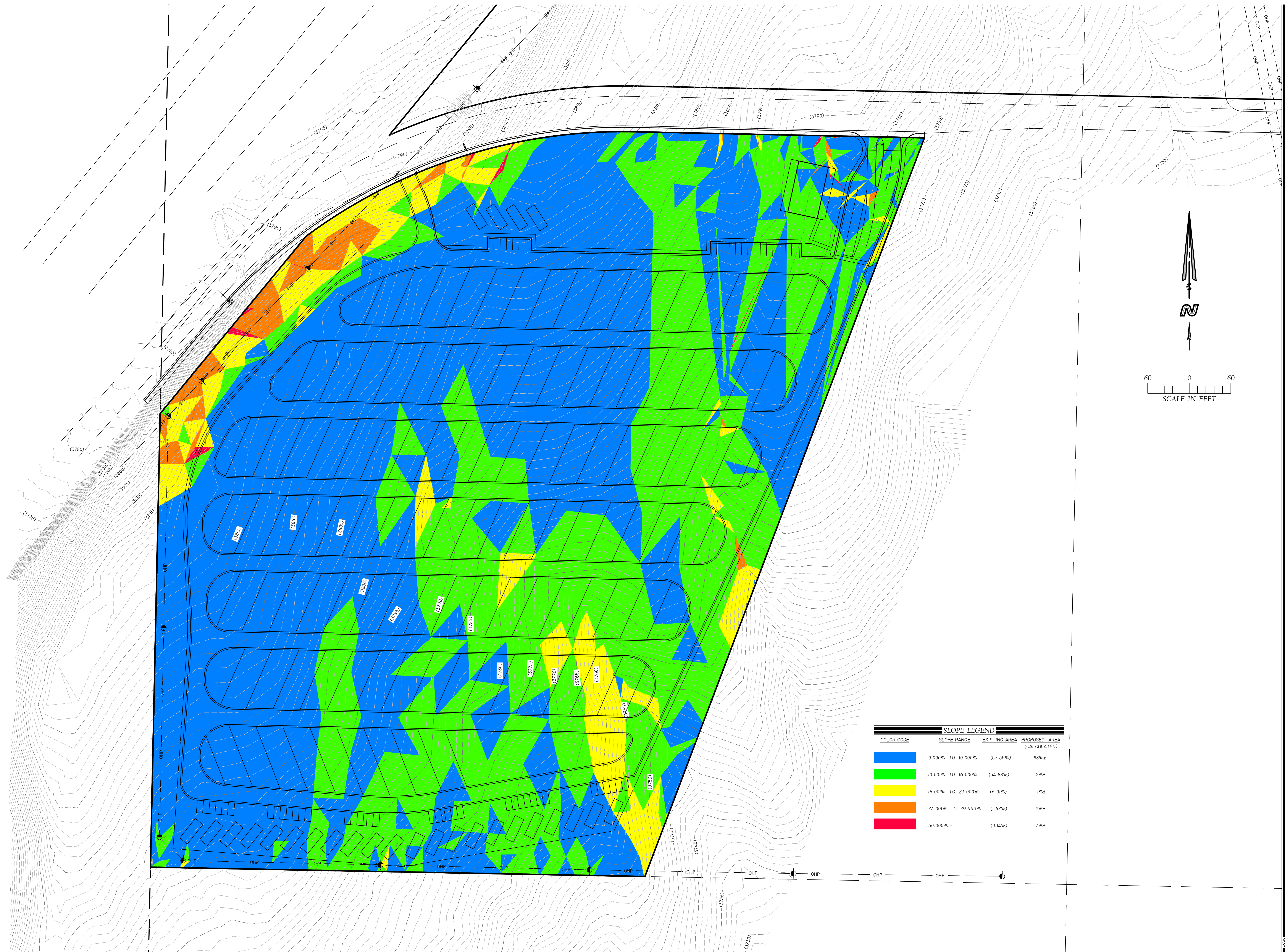
SHEET
1

PHASE	AREA (ACRES)	PROPOSED USE	NOTES
OVERALL	22.00	ALL AS LISTED BELOW	
PHASE I	1.29	ROADWAY	PUBLIC RIGHT-OF-WAY DEDICATION
PHASE I	14.82	RV PARK	PARK OFFICE, 112 RV SITES, & 25 STATIONARY RVs
PHASE I	1.38	OPEN SPACE (LANDSCAPED SLOPES)	>30% SLOPES TO CREATE FLATTENED SITE
PHASE I	4.19	OPEN SPACE (USEABLE)	OPEN SPACE, AMENITIES, AND DRAINAGE FACILITIES
PHASE I	0.32	DEEDING TO SAPP BROS.	PROPERTY TO BE ADDED NORTH PROPERTY

PRELIMINARY SITE PLAN

SETTLER'S JUNCTION AT ZION'S GATEWAY

CITY OF TOOUVERVILLE, COUNTY OF WASHINGTON, STATE OF UTAH

[illegible]

ISSUING AGENT:



Escrow / Closing Inquiries should be directed to:
Justin M. Gee, Escrow Officer
Phone: 435-656-1000
Email: Justin@GTTtitle.net

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE 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, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Agent:

GRIFFITHS & TURNER / GT TITLE SERVICES INC.

a Utah Licensed Title Insurance Agency
1224 South River Road, Building B, Suite 107
Saint George, UT 84790
P: 435-656-1000 | F: | www.GTTtitle.com

Issued By:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

By:


Tyler J. Turner, President

By



President

Attest



Secretary

Transaction Identification Data for reference only:

Commitment Number: **W47433**
Tax Parcel Number(s): **T-3-0-27-432, T-3-0-27-342**
Property Address(es): **(ADDRESS UNASSIGNED), TOQUERVILLE, UT 84774**



COMMITMENT FOR TITLE INSURANCE

Escrow / Closing Inquiries should be directed to:
Justin M. Gee, Escrow Officer
435-656-1000 / Justin@GTTitle.net

Transaction Identification Data for reference only:

Issuing Agent: Griffiths & Turner / GT Title Services, Inc.
Issuing Office: 1224 South River Road, Building B, Suite 107, Saint George, UT 84790
Underwriter: Old Republic National Title Insurance Company
Title Officer: Robby Williams
Commitment Number: **W47433**
Tax Parcel Number(s): **T-3-0-27-432, T-3-0-27-342**
Property Address(es): **(ADDRESS UNASSIGNED), TOQUERVILLE, UT 84774**

SCHEDULE A

1. Commitment Date: **January 31, 2022, 7:59 AM**
2. Policy or Policies to be issued:

	<u>Proposed Policy Amount</u>	<u>Premium</u>
(a) ALTA Standard Owner's Policy: Proposed Insured: NONE		
(b) ALTA Extended Loan Policy: Proposed Insured: TBD, Its Successors and/or Assigns	\$TBD	\$TBD
(c) Endorsements: TBD:		\$TBD
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:

Zion RV and Tiny Cabin, LLC a Utah Limited Liability Company
5. The Land is located in **WASHINGTON** County, State of Utah and is described as follows:

See Attached Exhibit "A"

Information for Reference Purposes Only:

Parcel Number(s): **T-3-0-27-432, T-3-0-27-342**

Property Address(es):

(ADDRESS UNASSIGNED), TOQUERVILLE, UT 84774

EXHIBIT "A"
Legal Description

PARCEL 1: T-3-0-27-432

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF A FRONTAGE ROAD ON THE I-15 FREEWAY, SAID POINT BEING SOUTH 0°01'42" WEST 3314.30 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 87°28'52" EAST 931.71 FEET; THENCE NORTH 19°31'30" EAST 554.05 FEET; THENCE NORTH 87°28'52" WEST 712.60 FEET TO A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF A FRONTAGE ROAD ON THE I-15 FREEWAY; THENCE SOUTH 38°15'00" WEST 652.68 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL 2: T-3-0-27-342

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF A FRONTAGE ROAD ON THE I-15 FREEWAY, SAID POINT BEING SOUTH 0°01'42" WEST 3314.30 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 87°28'52" EAST 931.71 FEET; THENCE SOUTH 19°31'30" WEST 649.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°52'12" WEST 714.23 FEET ALONG THE 1/16 SECTION LINE TO A POINT ON THE WEST LINE OF SAID SECTION 27; THENCE NORTH 0°01'42" EAST 654.25 FEET ALONG THE WEST LINE OF SAID SECTION 27 TO THE POINT OF BEGINNING.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

A. 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.

B. Pay the agreed amount for the estate or interest to be insured.

C. Pay the premiums, fees, and charges for the Policy to the Company. NOTE: In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$200.00.

D. 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.

E. 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.

F. Provide the Company 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.

G. Provide the Company with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the Land.

SPECIAL REQUIREMENTS (if any):

COMMITMENT FOR TITLE INSURANCE
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. 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.
2. (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.
3. Any facts, rights, interest 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.
4. Easements, claims of easements or encumbrances which are not shown by the Public Records.
5. 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 that are not shown in 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. (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.

NOTE: Upon compliance with underwriting requirements, Exceptions 1-7 will be omitted from any Extended or Expanded Loan Policy to be issued based on this Commitment.

8. Taxes for the present year and thereafter. Taxes for the year 2021 have been **PAID** in the amount of **\$1,863.19**. County Tax Parcel Number(s): **T-3-0-27-432. (Parcel 1)**

NOTE: There is a credit in the amount of **(\$7.45)** for this account. Tax Parcel Number **T-3-0-27-432**.

9. Taxes for the present year and thereafter. Taxes for the year 2021 have been **PAID** in the amount of **\$1,863.19**. County Tax Parcel Number(s): **T-3-0-27-342. (Parcel 2)**
10. The Land is within the boundaries of **TOQUERVILLE, WASHINGTON COUNTY, UTAH** and is therein located within **Tax District 11, Hurricane Valley Fire Special Service District**, and is subject to any charges and assessments levied thereunder.
11. Easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of ways for roads, ditches, canals, streams, rivers, telephones and transmission lines, drainage, utilities or other incidental purposes, over, under or across the Land, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way contained in the official plat map(s) of record.

(Continued)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II - EXCEPTIONS (Continued)

12. Any water rights, claims or title to water in or under the Land.
13. The effects of a Decree Organizing and Establishing the Washington County Water Conservancy District, recorded June 2, 1964, as Entry No. 121696, in Book S-49, at Pages 94, of the Official Records of the Recorder, Washington County, State of Utah.
14. Any and all outstanding oil, gas, mining, and/or mineral rights, etc., including but not limited to 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 the use of said rights.
15. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, party walls, or any other facts that would be disclosed by an accurate and complete land survey of the Land.
16. Subject to a Right of Way Easement, in favor of The Mountain States Telephone and Telegraph Company, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded March 7, 1930, as Entry No. 32330 , in Book U-7, at Pages 353-354, Official Washington County Records. (Affects the NE 1/4 SW1/4 & SE1/4 NW1/4 of Sec. 27, T 40 S., R 13 W., SLB&M - exact location not designated).
17. Subject to a Right of Way Easement in favor of Dixie Power Company, a Utah Corporation, and rights incidental thereto, as recorded January 8, 1931, as Entry No. 33417 , in Book U-7, at pages 464-465, as shown on the Official Washington County Records. (Across the E1/2 NW1/4 & SW1/4 NW1/4 & NW1/4 SW1/4 of Sec. 27, T 40 S., R 13 W., SLB&M - exact location not disclosed).
18. Access to the Land may be via a roadway that is designated as a *Controlled Access Highway* under Utah law, or the Land may otherwise have limited access under Utah law. Therefore, even though the Land might abut a highway, street or roadway, access may be restricted or limited as determined by the governmental authority having jurisdiction over said highway, street or roadway.
19. Subject to an Easement in favor of GENERAL CONCRETE PRODUCTS, INC., AN AZ CORP., for a public utility easement and right of way easement, and rights incidental thereto, as set forth in Public Utility and Right of Way Easement recorded April 29, 1994, as Entry No. 465414 , in Book 815, at Page 354-355, Official Washington County Records. (Affects a 100.0 foot strip running through a portion of the Westerly 520.0 feet, more or less, of said property, and also affects other property).
20. Subject to an Easement in favor of Kristine Anne Carter, for Public Utilities, and rights incidental thereto, as set forth in said Easement recorded April 29, 1994, as Entry No. 465414 , in Book 815, at Page 354-355, Official Washington County Records. (Affects Parcel 2)
21. Any matters disclosed by that certain **Record of Survey** of the Land prepared by Ronald G. Whitehead, PLS, recorded in the official records on November 21, 1995 as filing/entry number RS002134-96.

(Continued)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II - EXCEPTIONS (Continued)

22. Subject to an Right of Way Easement in favor of PACIFICORP, AN OREGON CORPORATION, for a Right of Way 15.00 feet in width and 716.89 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power, distribution and all necessary or desirable accessories and appurtenances thereto, including without limitation: poles, guys and anchors, including guys and anchors outside of the right of way; wires fibers, cables and other conductors and conduits therefor; and pads transformers, switches, vaults and cabinets, and rights incidental thereto, as set forth in said instrument, recorded January 29, 2004, as Entry No. 862547 , in Book 1612, at Pages 193-194, Official Washington County Records, described as follows:

Commencing at the Southwest Corner of Section 27, Township 40 South, Range 13 West, Salt Lake Base and Meridian; thence North 01°17'25" East along the Section line 1330.56 feet, to the point of beginning; thence South 88°52'05" East 716.89 feet, to a point on the West line of that Parcel shown by Book 1387, Page 2481, Official records of the Washington County Records Office; and the Point of Terminus.

23. Subject to an Easement in favor of PACIFICORP, AN OREGON CORPORATION, for a Right of Way 15.00 feet in width and 650.77 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power, distribution and all necessary or desirable accessories and appurtenances thereto, including without limitation: poles, guys and anchors, including guys and anchors outside of the right of way; wires fibers, cables and other conductors and conduits therefor; and pads transformers, switches, vaults and cabinets, and rights incidental thereto, as set forth in instrument recorded January 29, 2004, as Entry No. 862548 , in Book 1612, at Pages 195-196, Official Washington County Records, described as follows:

Commencing at the Southwest Corner of Section 27, Township 40 South, Range 13 West, Salt Lake Base and Meridian; thence North 01°17'25" East along the Section line 1338.06 feet; thence South 88°52'05" East 7.50 feet to the Point of beginning; thence North 01°17'25" East 650.77 feet, Point of Terminus, said point being on the Southerly line of Interstate 15 highway right-of-way line.

24. Any matters disclosed by that certain **Record of Survey** of the Land prepared by Brandon E. Anderson, PLS, recorded in the official records on June 8, 2006 as filing/entry number RS004246-06.

*****NOTICE: According to our research, no existing Deed of Trust/Mortgage appears of record. If this is incorrect, please notify the Company.*****

COMMITMENT FOR TITLE INSURANCE
ADDITIONAL NOTICES, NOTES, AND INFORMATION

A. UTILITY SERVICE CHARGES AND ASSESSMENTS

The Land may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc., which are not covered by this Commitment or insured under the Policy or Policies.

B. ALTA HOMEOWNER'S POLICY DEDUCTIBLES

If an ALTA Homeowner's Policy is issued, the Policy will contain deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21; and your deductible amounts and our maximum dollar limit of liability will be shown in Schedule A of the Policy. The Company will provide a pro-forma policy upon request.

C. PLAT MAP

The map attached or included herewith, if any, may or may not be a survey of the Land. The Company expressly disclaims any liability for loss or damage which may result from reliance on said map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the Policy (and endorsement(s), if any) to which this map is attached.

D. JUDGMENT LIENS

We have checked the Public Records for outstanding judgment liens entered against the relevant parties as they may relate to the the Land. Except as is otherwise indicated in Schedule B, Part I or Part II, no judgment liens appear of record that would have lien priority over the Mortgage of a Proposed Insured.

COMMITMENT FOR TITLE INSURANCE

COMMITMENT CONDITIONS

1. 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.

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**; and (g) a **counter-signature** by the Company or its issuing agent that may be in electronic form.

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 shall not be 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 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.
- (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.

COMMITMENT FOR TITLE INSURANCE
COMMITMENT CONDITIONS (Continued)

- (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.

6. 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.

7. 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.

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. 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>.