

## COMMITMENT FOR TITLE INSURANCE

### 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 EXTRACTIONAL 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(n) 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 \_\_\_\_\_ after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

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- (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; [and]
  - (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.

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- (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.
- (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>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Security Title Company of Garfield County  
Issuing Office: 15 N. Main Street, Panguitch, UT 84759  
Issuing Office's ALTA® Registry ID: 0002906  
Commitment No.: 22-30665-1  
Issuing Office File No.: 22-30665  
Property Address: 995 East Chatwin McCabe Lane, Panguitch, UT 84759  
960 East Chatwin McCabe Lane, Boulder, UT 84716



**SCHEDULE A**

1. Commitment Date: December 30, 2021 at 08:00 AM
2. Policy to be issued:
  - A. ALTA Owners Policy (06/17/06)  
Proposed Insured: **Anson Fogel and Alexandra Fuller, as joint tenants** **\$0.00**  
Premium: **\$0.00**
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:  
  
Anson Fogel and Alexandra Fuller, as joint tenants
5. The Land is referred to in the Commitment is situated in the State of Utah, County of Garfield and is described as follows:  
  
SEE SCHEDULE C ATTACHED HERETO

Date:  
Security Title Company

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

\_\_\_\_\_  
Travis V. Hatch, Title Officer

By  President  
Attest  Secretary

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**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.  
  
Warranty Deed from to Anson Fogel and Alexandra Fuller, as joint tenants.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. This Company will require the following, if necessary, to insure a loan by or conveyance from, the entity names herein: a copy of the partnership agreement, Articles of Organization, Operating Agreement and Corporation Resolution, together with all supplements or amendments thereto. Evidence that the entity is in good standing in the State where it was formed. A copy of the trust agreement and any amendments thereto.
7. Release(s) or reconveyance(s) of Item(s) No.21
8. NOTE: In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$200.00.

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## 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. Taxes or Assessments: The Lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
3. Parties in Possession: 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.
4. Easements: Easements, Claims of Easements or Encumbrances that are not shown in the Public Records.
5. Survey Matters: Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title including discrepancies, conflicts in boundary line, 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. Patent and Water Rights: (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights including, but not limited to easements or equitable servitudes; (d) water rights, claims to water or title to water, or water rights, whether or not the matter excepted in (a), (b), (c) or (d) are shown by the public records.
7. Mechanic Liens: Any lien, or right of lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
8. Minerals: Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials whether or not shown by the public record.

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9. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
10. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
11. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

**Exceptions 1-8 will not appear on an Extended policy and exceptions 1-11 will not appear in any Extended Loan Policy to be issued hereunder.**

12. Taxes for the year 2022 now on a lien not yet due. Serial No. Parcel 02-0005-0242. General Property taxes for the year 2021 were paid in the amount of \$1,223.65.
13. The conditions and terms of the "1969 Farmland Assessment Act" as provided under Secs. 59-2-501 etseq, UCA 1953, for which Application for Assessment and Taxation of Agricultural Land has been filed, wherein there is a Five (5) year Roll-Back provision with regard to assessment and taxation, which becomes effective upon change of ownership or change of use of all or part of the eligible land.
14. The right to erect, construct, install and lay and thereafter use, operate, repair, maintain, replace and remove a pipeline upon, over, under and across the following: Beginning 1189.00 feet West of the Southeast corner of Section 1, Township 34 South, Range 4 East, Salt Lake Base and Meridian and running thence North 32°25' West 1975.0 feet; thence North 14°10' West 615 feet to a point on the South line of existing land, 615 feet to a point on the South line of existing land, TOGETHER WITH the right of ingress and egress for the purpose of which the above mentioned rights are herein granted; as granted to BOULDER FARMSTEAD WATER COMPANY by easement dated December 18, 1954 and recorded November 1, 1955 as Entry No. 85282 in Book 91 at Page 611-612 of Official Records.
15. A right of way and easement 5 feet in width for a P.V.C. irrigation pipeline, as created in favor of IV AN LYMAN by Instrument recorded October 4, 1982, as Entry No. 188813 in a book 276 at Page 844 of Official Records, through and across said property, along a center line described as follows: Beginning at a point 400 feet South and 1600 feet West from the East Quarter Corner of Section 1, Township 34 South, Range 4 East, Salt Lake Base and Meridian; thence South 20°26'58" East 540 feet; thence South 10°09'33" East 1740 feet.
16. A right of way and easement 50 feet in width for Operation and Maintenance of an Underground Irrigation Pipeline, as created in favor of Boulder Irrigation Company by Instrument recorded January 13, 1992, as Entry No.205690 in Book 308 at Page 459 of Official Records.

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17. A right of way and easement 20 feet in width for Underground Utility Lines, as created in favor of Richard Goldman and Naoko Goldman, Trustee of the Goldman 1999 Trust and Greg Lind by Instrument recorded July 23, 2004, as Entry No.232771 in Book 385 at Page 67 of Official Records, through and across said property, along a center line described as follows:
- Beginning at a point 1313.20 feet South 00°03'50" East along the Section Line from the East quarter corner of Section 1, Township 34 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 89°49'02" West 1249.75 feet, more or less, to the centerline of an existing unpaved North/South path; thence South 00°03'50" East 174.25 feet along the centerline of a 20 foot right of way to the South line of parcel.
18. A right of way and easement 20 feet in width for underground utility lines, as created in favor of Richard and Naoko Goldman, Trustees, Greg Lind, and Troy Chatwin by Instrument recorded June 7, 2004, as Entry No.232646 in Book 384 at Page 639 of Official Records, through and across said property, along a center line described as follows:
- Beginning at a point 1138.94 feet South 00°03'50" East along the Section Line from the East Quarter Corner of Section 1, Township 34 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 89°49'02" West 1249.75 feet more or less, to the centerline of an existing unpaved North/South path; thence South 00°03'50" East 174.25 feet along the centerline of a 20 foot right of way to the South line of parcel.
19. An access and Utility Easement and Termination of prior Easement, Recorded June 8, 2018, as Entry No. 273169, in Book 516, at Page 401 of Official Records.
20. A Transfer and Conveyance recorded January 27, 2016 as Entry No. 268234 in Book 494 at Page 409, wherein the Board of Water Resources transfer and convey to Boulder Irrigation and Water Development Company.
21. A Deed of Trust given to secure the amount shown below and any other obligations secured thereby, dated April 22, 2020, and recorded April 27, 2020, as Entry No. 277518, in Book 534, at page 885 of Official Records.
- TRUSTOR: Anson Fogel and Alexandra Fuller  
 TRUSTEE: Security Title Company of Garfield County  
 BENEFICIARY: Mortgage Electronic Registration System, Inc., (solely as nominee for lender)  
 AMOUNT: \$487,500.00

NOTE: The names of Anson Fogel and Alexandra Fuller, have been checked for judgments and if any were found would appear as Exceptions to title under Section B, Section 2, herein. (No other variations of the names above have been checked.)

Chain of Title: According to official records, there have been no document conveying the subject property within a 24 months prior to the date of this commitment , except as Follows:  
 NONE

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Endorsements 8.1,9, 22 will be \$60.00

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

**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:

**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 arbitral 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.**

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## SCHEDULE C

The Land is described as follows:

Parcel 1:

Beginning at a point 1138.94 feet South 00°03'50" East along the Section Line from the East quarter corner of Section 1, Township 34 South, Range 4 East, Salt Lake Base and Meridian and running thence South 89°49'02" West 2499.75 feet more or less to a Boulder Town Road; thence South 00°03'50" East 174.25 feet along said road; thence North 89°49'02" East 2499.75 feet more or less to the East line of said Section 1; thence North 00°03'50" West 174.25 feet to the point of beginning.

SUBJECT TO a Right of Way for a county Road, and incidental purposes as now exists.

Parcel 2:

Beginning at a point 1313.20 feet South 00°03'50" East along the Section line from the East Quarter Corner of Section 1, Township 34 South, Range 4 East, Salt Lake Base and Meridian and running thence South 89°49'02" West 2499.75 feet more or less to a Boulder Town Road; thence South 00°03'05" East 174.25 feet along said road; thence North 89°49'02" East 2499.75 feet more or less to the East line of said Section 1; thence North 00°03'50" West 174.25 feet to the point of beginning.

SUBJECT TO a Right of Way for a county Road, and incidental purposes as now exists.

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